

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422550

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Unifrax I LLC		04/04/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Lending Partners LLC
Street Address:	30 HUDSON STREET
Internal Address:	38TH FLOOR
City:	JERSEY CITY
State/Country:	NEW JERSEY
Postal Code:	07302
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Serial Number:	74351101	AL-MOLDABLE
Serial Number:	73712837	ANCHOR-LOC
Serial Number:	77900034	ANCHOR-LOC
Serial Number:	75382788	CC-MAX
Serial Number:	86792034	COMBI-FILM
Serial Number:	74501576	DURABACK
Serial Number:	73094658	DURABLANKET
Serial Number:	74501628	DURABOARD
Serial Number:	73656241	DURASET
Serial Number:	77569956	ELITE
Serial Number:	74386220	EXCELFRA
Serial Number:	71615478	FIBERFRA
Serial Number:	71615479	FIBERFRA
Serial Number:	72074374	FIBERFRA
Serial Number:	74491628	FIBERMAS
Serial Number:	74501603	FIBERMAT
Serial Number:	73380793	FIBERMAX

CH \$1090.00 74351101

Property Type	Number	Word Mark
Serial Number:	76273451	FOAMFRAX
Serial Number:	75161909	FYREWRAP
Serial Number:	76013038	FYREWRAP
Serial Number:	74308349	INSULFRAX
Serial Number:	75465168	INSULFRAX
Serial Number:	75571104	ISOFRAX
Serial Number:	76976143	ISOMAT
Serial Number:	77032875	ISOMAX
Serial Number:	74501604	LDS MOLDABLE
Serial Number:	85954513	METEO
Serial Number:	74501577	MOIST PAK-D
Serial Number:	77950937	PC-MAX
Serial Number:	73763740	POWER-LOC
Serial Number:	75334776	Q-FRAX
Serial Number:	73712840	SCREW LOC
Serial Number:	77040175	SILPLATE
Serial Number:	73712836	THREAD LOC
Serial Number:	75480388	UNIFRAX
Serial Number:	75480132	UNIFRAX
Serial Number:	72339134	VARI-FORM
Serial Number:	87070537	VC-MAX
Serial Number:	75390146	WELD-LOC
Serial Number:	74370464	XFP
Serial Number:	74732041	XPE
Serial Number:	78189145	XPE
Serial Number:	75622430	ANCHOR-LOC ELECTRIC

CORRESPONDENCE DATA

Fax Number: 2125305219

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 530-5000

Email: trademark@milbank.com

Correspondent Name: Nathaniel T. Browand

Address Line 1: 28 Liberty Street, 47th Floor

Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP

Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER: 30045.35702

NAME OF SUBMITTER: Nathaniel T. Browand

SIGNATURE:	/Nathaniel T. Browand/
DATE SIGNED:	04/05/2017
Total Attachments: 6 source=Unifrax I LLC Trademark Security Agreement#page1.tif source=Unifrax I LLC Trademark Security Agreement#page2.tif source=Unifrax I LLC Trademark Security Agreement#page3.tif source=Unifrax I LLC Trademark Security Agreement#page4.tif source=Unifrax I LLC Trademark Security Agreement#page5.tif source=Unifrax I LLC Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

(Trademarks and Trademark Licenses)

TRADEMARK SECURITY AGREEMENT, dated as of April 4, 2017, between **UNIFRAX I LLC**, a Delaware limited liability company (the “**Grantor**”), and **GOLDMAN SACHS LENDING PARTNERS LLC**, as Collateral Agent.

WHEREAS, the Grantor owns, or in the case of Trademark Licenses is a party to, the Trademark Collateral (as defined below);

UNIFRAX I LLC, a Delaware limited liability company (the “**U.S. Borrower**”), UFX HOLDING II CORPORATION, a Delaware corporation (“**U.S. Holdings II**”), UNIFRAX HOLDING CO., a Delaware corporation (“**Unifrax Holdco**”), UNIFRAX UK HOLDCO LIMITED (Company No. 4050796), a company incorporated under the laws of England and Wales (“**UK Holdco**”), UNIFRAX LIMITED (Company No. 4007148), a company incorporated under the laws of England and Wales (“**UK Limited**”) and UNIFRAX GMBH, a company organized and existing under the laws of (the “**German Borrower**” and, together with the U.S. Borrower, UK Holdco and UK Limited, the “**Borrowers**”), the Subsidiary Guarantors from time to time party thereto, the Lenders party thereto from time to time and GOLDMAN SACHS LENDING PARTNERS LLC, in its capacity as administrative agent, collateral agent and security trustee, are parties to that certain Credit Agreement, dated as of April 4, 2017 (as amended, extended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) that certain Security Agreement, dated as of April 4 , 2017 (as amended, extended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Security Agreement**”), among the U.S. Borrower, the other Grantors party thereto and Goldman Sachs Lending Partners LLC, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor secures the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement, the Grantor hereby grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each United States Trademark constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License constituting Recordable Intellectual Property to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto; and

(iii) all Proceeds of and revenues from the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.


Upon any termination or release of the Trademark Collateral pursuant to paragraphs 15(a) through 15(c) of the Security Agreement, the Collateral Agent shall, at the expense of the relevant Grantor, promptly execute and deliver to such Grantor all UCC termination statements, releases of Intellectual Property Filings, and similar documents and take such other actions as such Grantor shall reasonably request in writing to evidence such termination or release of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

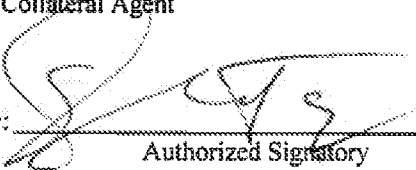
UNIFRAX I LLC

By: 

Name: John C. Dandolph IV
Title: President, Chief Executive Officer
and Treasurer

Acknowledged:

GOLDMAN SACHS LENDING PARTNERS LLC,
as Collateral Agent

By: 
Authorized Signatory
Douglas Tansey
Authorized Signatory

[Signature Page to Trademark Security Agreement -- Unifrax I LLC]

**Schedule 1
to Trademark Security Agreement**

TRADEMARKS

Owner	Title	Application No.	Application Date	Registration No.	Registration Date	Status
Unifrax I LLC	AL-MOLDABLE	74/351,101	01/22/93	1,792,636	09/14/93	Registered
Unifrax I LLC	ANCHOR-LOC	73/712,837	02/22/88	1,511,767	11/08/88	Registered
Unifrax I LLC	ANCHOR-LOC	77/900,034	12/23/09	3,837,239	08/24/10	Registered
Unifrax I LLC	CC-MAX	75/382,788	10/31/97	2,406,644	11/21/00	Registered
Unifrax I LLC	COMBI-FILM	86/792,034	10/19/15			Pending
Unifrax I LLC	DURABACK	74/501,576	03/18/94	1,887,161	04/04/95	Registered
Unifrax I LLC	DURABLANKET	73/094,658	07/26/76	1,060,763	03/08/77	Registered
Unifrax I LLC	DURABOARD	74/501,628	03/18/94	1,887,163	04/04/95	Registered
Unifrax I LLC	DURASET	73/656,241	04/20/87	1,480,798	03/15/88	Registered
Unifrax I LLC	ELITE	77/569,956	09/15/08	3,740,858	01/19/10	Registered
Unifrax I LLC	EXCELFRA	74/386,220	04/29/93	1,941,437	12/12/95	Registered
Unifrax I LLC	FIBERFRA	71/615,478	06/21/51	574,223	05/12/53	Registered
Unifrax I LLC	FIBERFRA	71/615,479	06/21/51	567,698	12/09/52	Registered
Unifrax I LLC	FIBERFRA	72/074,374	05/25/59	702,089	08/02/60	Registered
Unifrax I LLC	FIBERMAS	74/491,628	01/25/94	2,055,727	04/22/97	Registered
Unifrax I LLC	FIBERMAT	74/501,603	03/18/94	1,888,487	04/11/95	Registered
Unifrax I LLC	FIBERMAX	73/380,793	08/19/82	1,259,418	11/29/83	Registered
Unifrax I LLC	FOAMFRA	76/273,451	06/19/01	2,599,391	07/23/02	Registered
Unifrax I LLC	FYREWRAP	75/161,909	09/06/96	2,087,712	08/12/97	Registered
Unifrax I LLC	FYREWRAP	76/013,038	03/30/00	2,845,214	05/25/04	Registered
Unifrax I LLC	INSULFRA	74/308,349	08/26/92	1,850,329	08/16/94	Registered
Unifrax I LLC	INSULFRA	75/465,168	04/09/98	2,390,773	10/03/00	Registered
Unifrax I LLC	ISOFRA	75/571,104	10/15/98	2,498,685	10/16/01	Registered
Unifrax I LLC	ISOMAT	76/976,143	08/29/00	2,813,981	02/10/04	Registered
Unifrax I LLC	ISOMAX	77/032,875	10/31/06	3,606,423	04/14/09	Registered
Unifrax I LLC	LDS MOLDABLE	74/501,604	03/18/94	1,936,464	11/21/95	Registered
Unifrax I LLC	METEO	85/954,513	06/08/13	5,036,830	09/06/16	Registered
Unifrax I LLC	MOIST PAK-D	74/501,577	03/18/94	1,887,162	04/04/95	Registered
Unifrax I LLC	PC-MAX	77/950,937	03/04/10	4,305,557	03/19/13	Registered
Unifrax I LLC	POWER-LOC	73/763,740	10/14/88	1,581,511	02/06/90	Registered
Unifrax I LLC	Q-FRA	75/334,776	08/01/97	2,192,213	09/29/98	Registered
Unifrax I LLC	SCREW LOC	73/712,840	02/22/88	1,510,964	11/01/88	Registered
Unifrax I LLC	SILPLATE	77/040,175	11/09/06	3,580,996	02/24/09	Registered
Unifrax I LLC	THREAD LOC	73/712,836	02/17/88	1,523,478	02/07/89	Registered
Unifrax I LLC	UNIFRA	75/480,388	05/06/98	2,346,455	05/02/00	Registered
Unifrax I LLC	UNIFRA and Design	75/480,132	05/06/98	2,346,454	05/02/00	Registered
Unifrax I LLC	VARI-FORM	72/339,134	09/29/69	0,897,192	08/25/70	Registered
Unifrax I LLC	VC-MAX	87/070,537	06/14/16			Pending
Unifrax I LLC	WELD-LOC	75/390,146	11/14/97	2,216,299	01/05/99	Registered
Unifrax I LLC	XFP	74/370,464	03/19/93	1,889,283	04/11/95	Registered

Owner	Title	Application No.	Application Date	Registration No.	Registration Date	Status
Unifrax I LLC	XPE	74/732,041	09/18/95	2,019,018	11/26/96	Registered
Unifrax I LLC	XPE	78/189,145	11/26/02	2,810,559	02/03/04	Registered
Unifrax I LLC	ANCHOR-LOC ELECTRIC	75/622430	1/19/99	2,409,361	11/28/00	Registered

TRADEMARK LICENSES

None.