

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442238

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VANDEMARK CHEMICAL INC.		09/01/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION, as Collateral Agent		
Street Address:	127 PUBLIC SQUARE		
City:	CLEVELAND		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2972905	PTSI	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<i>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.</i>			
Phone:	(216) 586-7021		
Email:	dpuljic@jonesday.com		
Correspondent Name:	DANIEL PULJIC / JONES DAY		
Address Line 1:	901 LAKESIDE AVENUE		
Address Line 2:	NORTH POINT		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	DAN		
NAME OF SUBMITTER:	DANIEL PULJIC		
SIGNATURE:	/Daniel Puljic/		
DATE SIGNED:	09/07/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

(Trademarks and Trademark Licenses)

TRADEMARK SECURITY AGREEMENT, dated as of September 1, 2017, between VANDEMARK CHEMICAL INC., a New York corporation (the “Grantor”), and KEYBANK NATIONAL ASSOCIATION, as Collateral Agent.

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

WHEREAS, (i) the Grantor, (ii) UW-BW VDM ACQUISITIONS, LLC, a Delaware limited liability company (“Holdings”), (iii) VANDEMARK MANAGEMENT CORPORATION, a Delaware corporation (“Intermediate Holdings”), (iv) VANDEMARK CHEMICAL, B.V., a Dutch private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*), having its corporate seat (*statutaire zetel*) in Rotterdam, the Netherlands, and registered with the Dutch trade register under number 24447560 (the “Dutch Borrower” and, together with the Grantor, the “Borrowers”), (v) certain Subsidiaries party thereto from time to time, (vi) the Lenders party thereto and (vii) KeyBank National Association, as Collateral Agent and Administrative Agent, are parties to that certain Credit Agreement, dated as of September 1, 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 Pledge and Security Agreement, dated as of September 1, 2017 (as amended, extended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”), among the Grantor, Holdings, Intermediate Holdings, the other Grantors party thereto and KeyBank National Association, 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 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.

This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Pages Follow]

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

VANDEMARK CHEMICAL INC.

By:  _____

Name: David Rodems

Title: Chief Financial Officer, Secretary and
Treasurer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006148 FRAME: 0155


Acknowledged:
KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent

By 

Name: David J. Opatrny
Title: Senior Vice President

VANDEMARK CHEMICAL INC.

TRADEMARKS

Title	Filing Date/ Issued Date	Status (Application/Registered)	Application/ Registration No.
PTSI 	Filed 12/6/02 Registered 7/19/05	Registered	2972905

TRADEMARK LICENSES

None.