

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455866

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASHTA Chemicals Inc.		12/22/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	1350 Euclid Avenue, Suite 1100		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44115		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2210281	ASHTA GOLD	
CORRESPONDENCE DATA			
Fax Number:	2162412824		
<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:	216-621-0150		
Email:	dkonnerth@hahnlaw.com		
Correspondent Name:	Hahn Loeser & Parks LLP		
Address Line 1:	200 Public Square, Suite 2800		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Christopher S.W. Blake		
SIGNATURE:	/Christopher S.W. Blake/		
DATE SIGNED:	12/26/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of December 22, 2017 by ASHTA Chemicals Inc., a Delaware corporation ("Grantor"), in favor of U.S. Bank National Association, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee").

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Holders of Secured Obligations, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement, but excluding Excluded Property.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

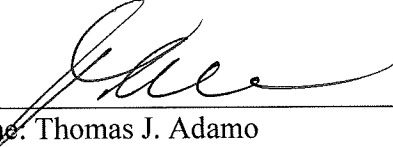
(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future

(a) infringement or dilution of any Trademark, or (b) damage to the goodwill associated with any Trademark.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ASHTA CHEMICALS INC.

By: 
Name: Thomas J. Adamo
Its: Vice President – Finance and Administration and
Chief Financial Officer

Agreed and accepted as of the date first written above

U.S. BANK NATIONAL ASSOCIATION as
Administrative Agent

By: _____
Name: _____
Its: _____


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ASHTA CHEMICALS INC.

By _____
Its _____

Agreed and accepted as of the date first written above

U.S. BANK NATIONAL ASSOCIATION as
Administrative Agent

By 
Name: Michael E. Blake
Its: Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS

Trademark Description	Registered Owner	Registration No.	Date Registered
ASHTA GOLD	ASHTA Chemicals Inc.	2210281	December 15, 1998

TRADEMARK APPLICATIONS

Trademark Application Description	Registered Owner	Application No.	Date Applied

COMMON LAW TRADEMARKS

Trademark Description	Registered Owner	Application No.	Date Applied