

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510289

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AZELIS AMERICAS, LLC		02/14/2019	Limited Liability Company: DELAWARE
DeWolf Chemical, LLC		02/14/2019	Limited Liability Company: DELAWARE
Monson Companies, LLC		02/14/2019	Limited Liability Company: DELAWARE
Azelis Americas CASE, LLC		02/14/2019	Limited Liability Company: TEXAS
Ross Organic Specialty Sales, LLC		02/14/2019	Limited Liability Company: CALIFORNIA
ADAPCO, LLC		02/14/2019	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	Wilmington Trust (London) Limited, as Security Agent
Street Address:	1 King's Arms Yard
Internal Address:	Third floor
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2R 7AF
Entity Type:	Private Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4073954	SUPPORTING THE DEVELOPMENT OF FORMULATIO
Registration Number:	4788445	KODA DISTRIBUTION GROUP
Registration Number:	4666944	KDG
Registration Number:	3415715	ARCTIC EDGE
Registration Number:	1572629	R
Registration Number:	5616443	C CEMPLETE
Registration Number:	2692164	BIONATURAL
Registration Number:	3005380	BIOORGANIC CONCEPTS
Registration Number:	4598294	INTELLIGENT INGREDIENTS

OP \$365.00 4073954

Property Type	Number	Word Mark
Registration Number:	3562948	ROSS
Registration Number:	4465511	R ROSS ORGANIC
Registration Number:	2980654	DERMATEIN
Registration Number:	5094164	ADAPCO
Registration Number:	5094165	A

CORRESPONDENCE DATA

Fax Number: 8004947512
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: 202-370-4750
Email: ipteam@cogencyglobal.com
Correspondent Name: Melony Sot
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1047542 TM
NAME OF SUBMITTER:	Jonathan Larson
SIGNATURE:	/Jonathan Larson/
DATE SIGNED:	02/15/2019

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of February 14, 2019, is entered into by the persons listed on the signature pages hereof as a grantor (collectively, the “Grantors”) in favor of Wilmington Trust (London) Limited, as Security Agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “Security Agent”).

WHEREAS, each Grantor has entered into the U.S. Security Agreement, dated February 6, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) among, *inter alios*, AZELIS US HOLDING, INC. and the other grantors from time to time party thereto and WILMINGTON TRUST (LONDON) LIMITED, as Security Agent.

WHEREAS, under the terms of the U.S. Security Agreement, each Grantor has granted to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Security Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the “Collateral”).

SECTION 2. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6. Severability. In case any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The

parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the date first above written.

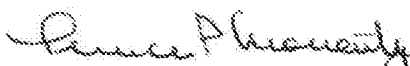
ADAPCO, LLC

By: *Teresa Plummer*
Name: *Teresa P. Plummer*
Title: *CFO*

{Signature Page to Trademark Security Agreement}

**TRADEMARK
REEL: 006564 FRAME: 0950**

AZELIS AMERICAS, LLC

By: 
Name: Terence P. Moerny
Title: CFO

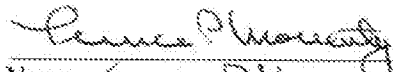
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DEWOLF CHEMICAL, LLC

By: Terence P. Moynihan
Name: Terence P. Moynihan
Title: CFO

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MONSON COMPANIES, LLC

By: 
Name: Thomas P. Mooney
Title: CFO

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ROSS ORGANIC SPECIALTY SALES, LLC

By: Terrence P. Moriarty
Name: Terrence P. Moriarty
Title: CFO

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AZELIS AMERICAS CASE, LLC

By: Terence P. Moriarty
Name: TERENCE P. MORIARTY
Title: CFO

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WILMINGTON TRUST (LONDON) LIMITED,
as Security Agent

By:



Name:

Sajada Afzal

Title:




Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006564 FRAME: 0956

Schedule A

United States Trademarks and Trademark Applications

Registered Owner	Trademark	Country	Registration No./ Application No.
DeWolf Chemical, LLC	SUPPORTING THE DEVELOPMENT OF FORMULATION SOLUTIONS FOR EVERYDAY LIFE	U.S.	4073954
Azelis Americas, LLC	KODA DISTRIBUTION GROUP	U.S.	4788445
Azelis Americas, LLC	KDG	U.S.	4666944
Monson Companies, LLC	ARCTIC EDGE	U.S.	3415715
Azelis Americas CASE, LLC		U.S.	1572629
Azelis Americas CASE, LLC*	C CEMplete	U.S.	5616443
Ross Organic Specialty Sales, LLC	BIONATURAL	U.S.	2692164
Ross Organic Specialty Sales, LLC	BIORGANIC CONCEPTS	U.S.	3005380
Ross Organic Specialty Sales, LLC	INTELLIGENT INGREDIENTS	U.S.	4598294
Ross Organic Specialty Sales, LLC	ROSS	U.S.	3562948
Ross Organic Specialty Sales, LLC		U.S.	4465511
Ross Organic Specialty Sales, LLC	DERMATEIN	U.S.	2980654
ADAPCO, LLC	ADAPCO	U.S.	5094164
ADAPCO, LLC		U.S.	5094165

* Effective February 1, 2019, P.T. Hutchins Company, LLC assigned this trademark to Azelis Americas CASE, LLC