# OP \$840.00 5269413

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM572317

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Kraton Polymers U.S. LLC		04/15/2020	Limited Liability Company: DELAWARE
Kraton Chemical, LLC	FORMERLY Arizona Chemical Company, LLC	04/15/2020	Limited Liability Company: DELAWARE
Kraton Polymers LLC		04/15/2020	Limited Liability Company: DELAWARE

# **RECEIVING PARTY DATA**

Name:	Bank of America, N.A.
Street Address:	901 Main Street
Internal Address:	11th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	National Banking Association: UNITED STATES

# **PROPERTY NUMBERS Total: 33**

Property Type	Number	Word Mark
Registration Number:	5269413	ZONATAC
Registration Number:	1154340	AQUATAC
Registration Number:	4986408	CENTURY
Registration Number:	4891859	CENWAX
Registration Number:	1040359	SYLFAT
Registration Number:	724674	SYLFAT
Registration Number:	2617023	SYLVABLEND
Registration Number:	2721617	SYLVACOTE
Registration Number:	2623919	SYLVAGUM
Registration Number:	1306649	SYLVALITE
Registration Number:	2433849	SYLVAPINE
Registration Number:	2623918	SYLVARES
Registration Number:	0733990	SYLVAROS
Registration Number:	943515	UNIDYME

Property Type	Number	Word Mark
Registration Number:	0803277	UNI-REZ
Registration Number:	4159021	SYLVATRAXX
Registration Number:	5119728	SYLVAROAD
Registration Number:	5085182	S
Registration Number:	5153623	SYLVAMIN
Registration Number:	4981829	ARIZONA CHEMICAL
Registration Number:	1545955	SYLVATAC
Registration Number:	1085203	SYLVATAC
Registration Number:	4058472	SYLVATAL
Registration Number:	3768872	SYLVAFUEL
Registration Number:	5837961	SUSTAINABLE SOLUTIONS. ENDLESS INNOVATIO
Registration Number:	4040769	ARIZONA CHEMICAL
Registration Number:	1710040	ELEXAR
Registration Number:	898505	KRATON
Registration Number:	794983	KRATON
Registration Number:	4122145	NEXAR
Registration Number:	4504639	NEXAR
Registration Number:	5670855	KRATON
Serial Number:	88642540	IMSS

### CORRESPONDENCE DATA

### Fax Number:

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.

Email: laura.o'brien@hklaw.com
Correspondent Name: Holland & Knight LLP
Address Line 1: 10 St. James Ave.

Address Line 2: 11th Floor

Address Line 4: Boston, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	136133.00001
NAME OF SUBMITTER:	Laura O'Brien
SIGNATURE:	/Laura O'Brien/
DATE SIGNED:	04/16/2020

# **Total Attachments: 8**

source=FINAL [136133.00001] [Kraton] A&R Trademark Security Agreement - FINAL\_74171994\_1#page1.tif source=FINAL [136133.00001] [Kraton] A&R Trademark Security Agreement - FINAL\_74171994\_1#page2.tif source=FINAL [136133.00001] [Kraton] A&R Trademark Security Agreement - FINAL\_74171994\_1#page3.tif source=FINAL [136133.00001] [Kraton] A&R Trademark Security Agreement - FINAL\_74171994\_1#page4.tif source=FINAL [136133.00001] [Kraton] A&R Trademark Security Agreement - FINAL\_74171994\_1#page5.tif source=FINAL [136133.00001] [Kraton] A&R Trademark Security Agreement - FINAL\_74171994\_1#page6.tif

source=FINAL [136133.00001] [Kraton] A&R Trademark Security Agreement - FINAL\_74171994\_1#page7.tif source=FINAL [136133.00001] [Kraton] A&R Trademark Security Agreement - FINAL\_74171994\_1#page8.tif

### AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT dated as of April 15, 2020 (this "Agreement") is entered into by KRATON POLYMERS U.S. LLC, a Delaware limited liability company ("KPUS"), KRATON CHEMICAL, LLC, a Delaware limited liability company formerly known as Arizona Chemical Company, LLC ("KCLLC"), and KRATON POLYMERS LLC, a Delaware limited liability company ("KPLLC" and, together with KPUS and KCLLC, each individually a "Grantor" and collectively, the "Grantors"), and BANK OF AMERICA, N.A., as collateral agent and security trustee for the Secured Parties (in such capacity, the "Collateral Agent").

Capitalized terms not otherwise defined herein have the meanings set forth in the Second Amended and Restated Loan, Security and Guarantee Agreement, dated as of the date hereof, among the Grantors, the other Loan Parties named therein, each of the financial institutions from time to time party thereto, and the Collateral Agent (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

WHEREAS, pursuant to the Loan Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and a lien on certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including, without limitation, the Trademarks listed on Schedule A attached hereto ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors and the Collateral Agent hereby agree as follows:

### (i) Grant of Security Interest.

- (a) Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all the Secured Trademarks (provided that no security interest shall be granted in any intent-to-use Trademark applications until such time as a verified "statement of use" or "amendment to allege use" with respect thereto has been filed with the United States Patent and Trademark Office), subject to the terms and conditions of the Loan Agreement.
- (b) The security interest granted hereby is granted in conjunction with the security interest granted to the Collateral Agent under the Loan Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.
- (c) THE INTEREST IN THE SECURED TRADEMARKS BEING GRANTED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT ASSIGNMENT BUT, RATHER AS A SECURITY INTEREST THAT PROVIDES THE COLLATERAL AGENT AND THE SECURED PARTIES SUCH RIGHTS AS ARE PROVIDED TO HOLDERS OF SECURITY INTERESTS UNDER APPLICABLE LAW.

# (ii) <u>Modification of Agreement</u>.

Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 14.1 of the Loan Agreement; provided that the Collateral Agent may, without the consent of any Secured Party, consent to a departure by any Grantor from any covenant of such Grantor set forth herein to the extent such departure is consistent with the authority of the Collateral Agent set forth in Section 7.1.3(i) of the Loan Agreement.

# (iii) Governing Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

## (iv) Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Collateral Agent and the Grantors and their respective successors and assigns. The Grantors shall not, without the prior written consent of the Collateral Agent given in accordance with the Loan Agreement, assign any right, duty or obligation hereunder.

# (v) <u>Counterparts</u>.

This Agreement may be executed in any number of counterparts and by the parties hereto on separate 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 instrument.

### (vi) Amendment and Restatement.

This Agreement constitutes an amendment and restatement of that certain Trademark Security Agreement, dated as of January 6, 2016, entered into by KPUS, KCLLC and the Collateral Agent (the "Existing Agreement"). This Agreement shall not constitute nor effect a novation of any of the obligations or liabilities of any Grantor under the Existing Agreement to which it is party, and such obligations and liabilities of such Grantors shall continue in full force and effect.

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IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

KRATON POLYMERS U.S. LLC

**5**У:\_\_\_\_\_

Name: James L. Simmons Title: Senior Vice President,

General Counsel and Secretary

KRATON CHEMICAL, LLC,

formerly known as Arizona Chemical

Company, LLC

Bv

Name: James L. Simmons

Title: Senior Vice President, General Counsel and Secretary

KRATON POLYMERS LLC

Name: James L. Simmons

Title: Senior Vice President, General Counsel and Secretary

BANK OF AMERICA, N.A.

as Collateral Agent

Ву:

Name: Hance VanBeber Title: Senior Vice President

REEL: 006917 FRAME: 0494

# SCHEDULE A TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Mark	Grantor/Owner	Registration (Application) Number	Registration (Application) Date
ZONATAC	Kraton Chemical, LLC	5269413	22-Aug-2017
AQUATAC	Kraton Chemical, LLC	1154340	19-May-1981
CENTURY	Kraton Chemical, LLC	4986408	28-Jun-2016
CENWAX	Kraton Chemical, LLC	4891859	26-Jan-2016
SYLFAT	Kraton Chemical, LLC	1040359	1-Jun-1976
SYLFAT	Kraton Chemical, LLC	724674	5-Dec-1961
SYLVABLEND	Kraton Chemical, LLC	2617023	10-Sep-2002
SYLVACOTE	Kraton Chemical, LLC	2721617	3-Jun-2003
SYLVAGUM	Kraton Chemical, LLC	2623919	24-Sep-2002
SYLVALITE	Kraton Chemical, LLC	1306649	27-Nov-1984
SYLVAPINE	Kraton Chemical, LLC	2433849	6-Mar-2001
SYLVARES	Kraton Chemical, LLC	2623918	24-Sep-2002
SYLVAROS	Kraton Chemical, LLC	733990	10-Jul-1962
UNIDYME	Kraton Chemical, LLC	943515	26-Sep-1972
UNI-REZ	Kraton Chemical, LLC	0803277	8-Feb-1966
SYLVATRAXX	Kraton Chemical, LLC	4159021	12-Jun-2012
SYLVAROAD	Kraton Chemical, LLC	5119728	10-Jan-2017
	Kraton Chemical, LLC	5085182	22-Nov-2016
SYLVAMIN	Kraton Chemical, LLC	5153623	7-Mar-2017
ARIZONA	Kraton Chemical, LLC	4981829	21-Jun-2016

Mark	Grantor/Owner	Registration (Application)	Registration (Application) Date	
		Number	(присания) Ван	
CHEMICAL				
SYLVATAC	Kraton Chemical, LLC	1545955	4-Jul-1989	
SYLVATAC	Kraton Chemical, LLC	1085203	14-Feb-1978	
SYLVATAL	Kraton Chemical, LLC	4058472	22-Nov-2011	
SYLVAFUEL	Kraton Chemical, LLC	3768872	30-Mar-2010	
SUSTAINABLE SOLUTIONS ENDLESS INNOVATION	Kraton Polymers LLC	5837961	1-Apr-2014	
Arizona Mariana	Kraton Chemical, LLC	4040769	18-Oct-2011	
IMSS	Kraton Polymers Research B.V.	(88642540)	(4-Oct-2019)	
Ellamera	Kraton Polymers Research B.V.	(88782595)	(3-Feb-2020)	
REvolution	Kraton Polymers Research B.V.	(88818491)	(3-Mar-2020)	
CirKular+	Kraton Polymers Research B.V.	(88830563)	(11-Mar-2020)	
Cir <b>K</b> ular <sup>c</sup>	Kraton Polymers Research B.V.	(88830654)	(11-Mar-2020)	
ELEXAR	Kraton Polymers U.S. LLC	1710040	25-Aug-1992	
KRATON	Kraton Polymers U.S. LLC	898505	15-Sep-1970	

Mark	Grantor/Owner	Registration (Application) Number	Registration (Application) Date
KRATON	Kraton Polymers U.S. LLC	794983	31-Aug-1965
NEXAR	Kraton Polymers U.S. LLC	4122145	3-Apr-2012
NEXAR	Kraton Polymers U.S. LLC	4504639	1-Apr-2014
KRATON	Kraton Polymers U.S. LLC	5670855	5-Feb-2019

**RECORDED: 04/16/2020**