

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605480

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Supplemental Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ingevity South Carolina, LLC		10/28/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn, Floor L2		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6075559	HCA-LPS	
Registration Number:	5454702	PHANGV	
Registration Number:	5885885	ALTAPRINT	
Registration Number:	5235800	BIONYX	
Registration Number:	5402382	ENVASOLV	
Registration Number:	4526491	ENVAMOD	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	10/28/2020		

OP \$165.00 6075559

Total Attachments: 6

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SECOND SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT, dated as of October 28, 2020 among INGEVITY SOUTH CAROLINA, LLC (the "Grantor") and JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of May 9, 2016 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Ingevity Corporation (the "U.S. Borrower"), the Subsidiary Parties party thereto and the Administrative Agent and that certain Trademark Security Agreement, dated as of May 9, 2016 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), among the Grantor, the U.S. Borrower, Ingevity South Carolina, LLC, Invia Pavement Technologies, LLC and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement dated as of March 7, 2016 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")). The Grantor, as an Affiliate of the U.S. Borrower, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and is willing to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined herein shall have the meaning assigned thereto in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. The parties acknowledge that, as security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement and the Trademark Security Agreement, granted to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under the following assets (collectively, the "Trademark Collateral"):

- (a) all United States registrations and applications listed on Schedule I (the "Trademarks");
- (b) all goodwill associated with or symbolized by the Trademarks; and
- (c) all other assets, rights and interests that uniquely reflect or embody the Trademarks; provided that any Trademark application filed in the United States Patent and Trademark Office on the basis of any Grantor's "intent-to-use" such Trademark, will not be deemed to be Trademark Collateral unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.), if, to the extent, and for so long as, granting a security interest or other lien in such Trademark application prior to such filing could reasonably be expected to adversely affect the enforceability or validity of such Trademark application.

SECTION 3. Security Agreement. The security interests referred to herein were granted in connection with, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution", "execute", "signed", "signature", and words of like import in or related to any document to be signed in connection with this Agreement shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect,

validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

INGEVITY SOUTH CAROLINA, LLC

By: 
Name: John C. Fortson
Title: President, Chief Executive Officer,
Chief Financial Officer & Treasurer

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Antje Focke
Title: Executive Director

Schedule I

I. Trademarks

Registered Owner	Mark	Registration Number
Ingevity South Carolina, LLC	HCA-LPS	6075559
Ingevity South Carolina, LLC	PHANGV	5454702
Ingevity South Carolina, LLC	ALTAPRINT	5885885
Ingevity South Carolina, LLC	BIONYX	5235800
Ingevity South Carolina, LLC	ENVASOLV	5402382
Ingevity South Carolina, LLC	ENVAMOD	4526491

II. Trademark Applications

None.