# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM615087

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Deltech Polymers LLC	FORMERLY Deltech Polymers Corporation		Limited Liability Company: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Bank of America, N.A.	
Street Address:	194 Wood Avenue South	
Internal Address:	NJ7-550-04-02	
City:	Iselin	
State/Country:	NEW JERSEY	
Postal Code:	08830	
Entity Type:	Corporation: NEW JERSEY	

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	85837791	STYRYLIC
Serial Number:	87067872	VERSACLEAR

## **CORRESPONDENCE DATA**

Fax Number: 9736240808

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: 9737351604

Email: michael.turner@wilsonelser.com

**Correspondent Name:** Michael P. Turner, Esq. Address Line 1: 200 Campus Drive

Address Line 2: 4th Floor

Address Line 4: Florham Park, NEW JERSEY 07932-0668

NAME OF SUBMITTER:	Michael P. Turner
SIGNATURE:	/s/ Michael P. Turner
DATE SIGNED:	12/17/2020

# **Total Attachments: 5**

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> **TRADEMARK** REEL: 007137 FRAME: 0885

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## FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made as of hearth 14, 2020 by DELTECH POLYMERS LLC, a Delaware limited liability company (formerly known as Deltech Polymers Corporation) (the "Grantor"), to and in favor of BANK OF AMERICA, N.A. (the "Lender").

#### **BACKGROUND**

- A. The Grantor has executed and delivered to Lender that certain Trademark Security Agreement dated as of May 24, 2016 (the "Agreement"), which granted to Lender a lien and security interest in and to all of the Grantor's Trademarks, together with all the goodwill and other tangible assets of the Grantor associated with and represented by the Trademarks, and the non-intent to use applications for and registration thereof, including without limitation, license royalties and proceeds of infringement suits, as more particularly defined and described in the Agreement as security for some or all of the Grantor's obligations to the Lender for one or more loans or other extensions of credit (the "Obligations").
- B. The Agreement was recorded in the United States Patent and Trademark Office on May 27, 2016, in Reel 5801, Page 560.
- C. Pursuant to the Agreement the Grantor has agreed, inter alia, that (i) the provisions of the Agreement would automatically apply to any new Trademarks, and (ii) upon the creation or acquisition by the Grantor of any Trademarks, the Grantor would execute all appropriate agreements, instruments and documents as Lender may reasonably request.
- D. In accordance with the terms and conditions of the Agreement, the Grantor has notified Lender that the Grantor has created or acquired additional Trademarks.
- E. The Grantor and Lender have agreed that the Agreement be amended to include such additional Trademarks and general intangibles (including, without limitation, the goodwill) associated thereto or represented thereby, and to attach hereto a supplement to Schedule 1 of the Agreement so as to memorialize the agreement of the parties hereto that such additional Trademarks and the goodwill associated thereto or represented thereby shall constitute a part of the property subject to the provisions of the Agreement.
- F. The Grantor and Lender desire to amend the Agreement as provided for in this Third Amendment.
- NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:
- 1. The Company, for itself and its successors and assigns does hereby transfer, assign, and set over unto Lender, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and the general intangibles (including, without limitation the goodwill) associated thereto or represented thereby, described on Supplemental

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Schedule 1 annexed hereto, and all products and proceeds thereof and all rights and proceeds associated therewith.

- 2. Trademarks identified on Supplemental Schedule 1 annexed hereto shall be and constitute a part of the Trademarks referenced in and subject to the provisions of the Agreement.
- 3. This Amendment is deemed incorporated into the Agreement. Any initially capitalized terms used in this Amendment without definition shall have the meanings assigned to those terms in the Agreement.
- 4. The Grantor hereby certifies that: (a) no consent, approval, order or authorization of, or registration or filing with, any third party is required in connection with the execution, delivery and carrying out of this Amendment or, if required, has been obtained, and (b) this Amendment has been duly authorized, executed and delivered so that it constitutes the legal, valid and binding obligation of the Company, enforceable in accordance with its terms. The Grantor confirms that the Obligations remain outstanding without defense, set off, counterclaim, discount or charge of any kind as of the date of this Amendment.
- 5. This Amendment will be binding upon and inure to the benefit of the Grantor and Lender and their respective heirs, executors, administrators, successors and assigns.
- 6. This Amendment has been delivered to and accepted by Lender and will be deemed to be made in the State of New Jersey. This Amendment will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of New Jersey, excluding its conflict of laws rules.
- 7. Except as amended hereby, the terms and provisions of the Agreement remain unchanged, are and shall remain in full force and effect unless and until modified or amended in writing in accordance with their terms, and are hereby ratified and confirmed reserved).

[SIGNATURE PAGE FOLLOWS]

WITNESS the due execution of this Amendment as a document under seal as of the date first written above.

> Deltech Polymers LLC (formerly known as Deltech **Polymers Corporation**

Print Name: Robert P. Elefante Print Title: President

[Signature Page to Amendment to Trademark Security Agreement -Deltech Polymers LLC]

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STATE OF <u>Nas Jeasey</u> )	
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COUNTY OF MOARIS	

On this, the 14 day of December, 2020, before me, a Notary Public, personally appeared Robert P. Elefante, who acknowledged himself to be the President of Deltech Polymers LLC (formerly known as Deltech Polymers Corporation), and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires:

Notary Public Michael P. Pompas Attorney At Law State at New Jensey

[Acknowledgment Page to First Amendment to Trademark Security Agreement - Deltech Polymers LLC]

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# SUPPLEMENTAL SCHEDULE 1

# TRADEMARKS

US Trademarks: Pending Applications / Registrations - DELTECH POLYMERS CORPORATION

Application Ser. No.	Registration No.	Mark	Registration Date	Owner of Record	Status
85837791	4399659	STYRYLIC	9/10/2013	Deltech Polymers Corporation	Registered
87067872	5277668	VERSACLEAR	8/29/2017	Deltech Polymers Corporation	Registered

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**RECORDED: 12/17/2020**