

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631591

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL RECORDED AT REEL/FRAME 6168/0866		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		03/11/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, National Association, as the successor Administrative Agent and Collateral Agent		
Street Address:	425 Fifth Avenue		
Internal Address:	Attention: Ershad Sattar/Daniel Gonzalez		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	651632	TRONA	
Registration Number:	769354	TRONOX	
Registration Number:	4764906	E	
Registration Number:	4544270	E	
Registration Number:	4649667	E ELECTROLYTIC PRODUCTS OF TRONOX LLC	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3127018637		
Email:	IPDocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	21671911		
NAME OF SUBMITTER:	William R. Siegel		

CH \$140.00 651632

SIGNATURE:	/william r siegel/
DATE SIGNED:	03/12/2021
Total Attachments: 6 source=Tronox - Assignment of Trademark Security Agreement (Executed) (740435660_1)#page1.tif source=Tronox - Assignment of Trademark Security Agreement (Executed) (740435660_1)#page2.tif source=Tronox - Assignment of Trademark Security Agreement (Executed) (740435660_1)#page3.tif source=Tronox - Assignment of Trademark Security Agreement (Executed) (740435660_1)#page4.tif source=Tronox - Assignment of Trademark Security Agreement (Executed) (740435660_1)#page5.tif source=Tronox - Assignment of Trademark Security Agreement (Executed) (740435660_1)#page6.tif	

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this “Assignment”), dated as of March 11, 2021, is made by Bank of America, N.A., as Administrative Agent and Collateral Agent under the Credit Agreement referred to below (in such capacity, the “Existing Administrative Agent”), to HSBC Bank USA, National Association, as the successor Administrative Agent and Collateral Agent under the Credit Agreement referred to below (in such capacity, the “New Administrative Agent”, and together with the Existing Administrative Agent, the “Agents”). All capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Credit Agreement referred to below, or if not defined therein, in the Trademark Security Agreement referred to below.

W I T N E S S E T H:

WHEREAS, pursuant to the Amendment No. 3 to First Lien Term Loan Credit Agreement, dated as of March 11, 2021 (the “Credit Agreement”) among Tronox Finance LLC, a Delaware limited liability company (the “Borrower”), Tronox Holdings plc, a public limited company incorporated under the laws of England and Wales and having company number 11653089 (“Holdings”), each of the Guarantors party thereto, each Lender party thereto, the Existing Administrative Agent and the New Administrative Agent, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein,

WHEREAS, pursuant to that certain Agency Resignation, Appointment and Assumption Agreement, dated as of March 11, 2021 (the “Agency Successor Agreement”), by and among the Existing Administrative Agent, the New Administrative Agent, the Borrower, the Existing Administrative Agent resigns as Administrative Agent and Collateral Agent under the Loan Documents and New Administrative Agent is appointed as successor Administrative Agent and Collateral Agent and the New Administrative Agent has assumed such rights, powers and privileges;

WHEREAS, the Agents desire to confirm the foregoing assignment and assumption in this Assignment for purposes of recording it with the United States Patent and Trademark Office;

WHEREAS, pursuant to that Trademark Security Agreement, dated as of September 22, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), entered into by Tronox LLC, a Delaware limited liability company, in favor of the Existing Administrative Agent (in its capacity as Collateral Agent for the Secured Parties), recorded with the United States Patent and Trademark Office on October 2, 2017 at reel/frame 6168/0866, Tronox LLC granted a security interest to the Existing Administrative Agent, for the ratable benefit of the Secured Parties, in certain Trademarks, including the trademarks set forth on Schedule I attached hereto; and

WHEREAS, the Existing Administrative Agent has assigned all of its rights, powers and privileges as Collateral Agent under the Trademark Security Agreement to the New Administrative Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Existing Administrative Agent hereby acknowledges and agrees as follows:

1. Definitions. The term "Trademarks" shall have the meaning ascribed to it in the Trademark Security Agreement, and includes, without limitation, those items listed on Schedule I attached hereto. The foregoing Assignment is made without recourse, representation or warranties of any kind.

2. Assignment of Security Interest. The Existing Administrative Agent hereby assigns, and the New Administrative Agent hereby assumes, all of the Existing Administrative Agent's rights, title, and interest in, to and under the Trademarks under the Trademark Security Agreement to the New Administrative Agent, as Collateral Agent for the Secured Parties.

3. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

4. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned has executed this Assignment by its duly authorized officer as of the date first written above.

EXISTING ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.

By: Christine Trotter
Name: Christine Trotter
Title: Vice President

Accepted and agreed as of the date first written above:

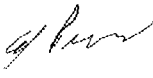
NEW ADMINISTRATIVE AGENT:

HSBC Bank USA, National Association

By: *Nimish Pandey*
Name: *Nimish Pandey*
Title: *VP*

Acknowledged by:

TRONOX LLC

By: 

Name: Edward T. Prosapio

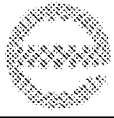


Title: Vice President and Treasurer

[Signature Page to Assignment of Security Interest in Trademark Collateral]

TRADEMARK

SCHEDULE I

Trademarks

Mark	Serial No.	Filing Date	Registration No.	Registration Date
TRONA	72024025	2/8/1957	651632	9/17/1957
TRONOX	72156853	11/8/1962	769354	5/12/1964
	85/751,869	10/11/2012	4764906	6/30/2015
	85/751,833	10/11/2012	4544270	6/3/2014
 Electrolytic	85/751,913	10/11/2012	4649667	12/2/2014