

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM747952

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Grant of Security Interest in United States Trademarks		
RESUBMIT DOCUMENT ID:	900698875		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TPC Group LLC		06/06/2022	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	GLAS Americas LLC, as collateral agent		
Street Address:	3 Second Street		
Internal Address:	Suite 206		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07311		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3996172	P	
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:	212.318.6000		
Email:	JeffreyNegron@PaulHastings.com		
Correspondent Name:	Jeffrey Negron		
Address Line 1:	Paul Hastings LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Jeffrey M. Negron		
SIGNATURE:	/s/ Jeffrey M. Negron		
DATE SIGNED:	08/11/2022		
Total Attachments: 5			
source=Updated - TPC - TL DIP Trademark Security Agreement (Revised)#page1.tif			
source=Updated - TPC - TL DIP Trademark Security Agreement (Revised)#page2.tif			

source=Updated - TPC - TL DIP Trademark Security Agreement (Revised)#page3.tif
source=Updated - TPC - TL DIP Trademark Security Agreement (Revised)#page4.tif
source=Updated - TPC - TL DIP Trademark Security Agreement (Revised)#page5.tif

**GRANT OF SECURITY INTEREST IN
UNITED STATES TRADEMARKS**

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (“Trademark Security Agreement”) dated as of June 6, 2022 is made by, TPC Group LLC, a Texas limited liability company, (“Grantor”), in favor of GLAS Americas LLC, as Agent (as defined below).

W I T N E S S E T H:

WHEREAS, TPC Holdings, Inc., a Delaware corporation and TPC Group Inc., a Delaware corporation, are parties to that certain Senior Secured Super-Priority Priming Term Loan Debtor-In-Possession Credit Agreement, dated as of June 6, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with certain direct and indirect subsidiaries of the Borrower party thereto, the Lenders party thereto from time to time, GLAS USA LLC as administrative agent, and GLAS Americas LLC, as collateral agent for the Lenders (in such capacity, the “Agent”);

WHEREAS, as a condition precedent to their entering into the Credit Agreement, the Agent and the Lenders thereunder required the Loan Parties to execute and deliver that certain Pledge and Security Agreement, dated as of June 6, 2022 (as heretofore or hereafter amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property Collateral, including the Trademarks (as defined below);

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

Section 1. Definitions. Each capitalized term used herein and not otherwise defined herein shall have the meaning assigned to such term in the Security Agreement or, if not defined herein or in the Security Agreement, in the Credit Agreement.

Section 2. Grant of Security Interest. To secure the prompt and complete payment, performance and observance of all of the Secured Obligations, Grantor hereby grants to Agent a security interest in all of such Grantor’s right, title and interest in and to the United States Trademarks set forth on Schedule A attached hereto (the “Trademarks”), together with all Proceeds therefrom.

Section 3. Purpose. This Trademark Security Agreement is made to secure the full and prompt performance and payment of all the Secured Obligations. Upon the occurrence of the Termination Date or as otherwise provided in the Security Agreement, the Agent shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in and re-assigning the Trademarks acquired under this Trademark Security Agreement to Grantor.

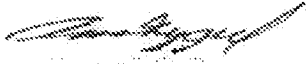
Section 4. Acknowledgement. The rights and remedies of the Agent with respect to the security interest granted herein are more fully set forth in the Security Agreement. In the event that any provisions of this Trademark Security Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same original.

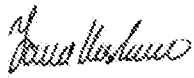
[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first written above.

TPC Group LLC

By: 
Name: Andrew Grygiel
Title: Vice President and Treasurer

GLAS AMERICAS LLC, as Agent

By: 

Name: Yana Kislenko

Title: Vice President

Schedule A

U.S. Registered Trademarks and Trademark Applications

Mark	Registration No.	Registration Date
P & design	3996172	July 19, 2011