

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799761

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
W. R. GRACE & CO.-CONN.		03/22/2022	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 S. DEARBORN, IL-0874		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6731775	CONSISTA	
Serial Number:	90159405	OXYBURN	
Serial Number:	90840698	PARAGON	
Serial Number:	97525972	REFLECTN	
CORRESPONDENCE DATA			
Fax Number:	2122919868		
<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) 558-4229		
Email:	demarcor@sullcrom.com, nguyenb@sullcrom.com		
Correspondent Name:	Raffaele A. DeMarco		
Address Line 1:	125 Broad Street		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	379601716601008 (RAD)		
NAME OF SUBMITTER:	Raffaele A. DeMarco		
SIGNATURE:	/Raffaele A. DeMarco/		
DATE SIGNED:	03/30/2023		
Total Attachments: 5			

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SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

This SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement Supplement”) dated March 22, 2023, is made by W. R. Grace & Co.-Conn., a Connecticut corporation (the “Initial Grantor”) in favor of JPMorgan Chase Bank, N.A. (“JPMCB”), as collateral agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, W. R. Grace Holdings LLC, a Delaware limited liability company (the “HoldCo Borrower,” and together with the Initial Grantor, the “Borrowers”), the Initial Grantor, W. R. Grace Midco Holdings LLC, a Delaware limited liability company, JPMCB, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other Person party thereto have entered into the Credit Agreement dated as of September 22, 2021 (the “Closing Date”) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans and the L/C Issuers to issue Letters of Credit.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and certain other Secured Parties to make other financial accommodations to the Borrowers and the Restricted Subsidiaries.

WHEREAS, the Initial Grantor is a party to that certain Trademark Security Agreement, dated as of September 22, 2021, made by the Initial Grantor in favor of the Collateral Agent, recorded at Reel/Frame 7429/0696.

WHEREAS, under the terms of the Security Agreement, the Initial Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Initial Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement Supplement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. The Initial Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”): the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Property).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Initial Grantor under this Trademark Security Agreement Supplement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement Supplement secures, as to the

Initial Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Initial Grantor.

SECTION 3. Recordation. This Trademark Security Agreement Supplement has been executed and delivered by the Initial Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Initial Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement Supplement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement Supplement may be executed in any number of 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 agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Initial Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 6. Governing Law. This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Initial Grantor has caused this Trademark Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


W. R. GRACE & CO.-CONN.,
as Initial Grantor

By:  DocuSigned by:
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Name: Armando Pastrana
Title: V.P., Chief IP County & Assistant Secretary

[Signature Page to Trademark Security Supplement (2021 Credit Agreement)]

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

By:

A handwritten signature in black ink, appearing to read 'Rohan Bhatia', is written over a horizontal line. The signature is stylized and somewhat cursive.

Name: Rohan Bhatia
Title: Vice President

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Trademark Name	Appln No.	Appln Date	Registration No.	Registration Date	Status	Owner Name
CONSISTA	97036261	20-Sep-21	6731775	24-May-22	Registered	W. R. Grace & Co.-Conn.
OXYBURN	90159405	4-Sep-20			Published	W. R. Grace & Co.-Conn.
PARAGON	90840698	21-Jul-21			Published	W. R. Grace & Co.-Conn.
REFLECTN	97525972	29-Jul-22			Pending	W. R. Grace & Co.-Conn.