

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM859389

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WILMINGTON SAVINGS FUND SOCIETY, FSB		12/06/2023	Federal Savings Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	CORNERSTONE CHEMICAL COMPANY		
Street Address:	10800 RIVER ROAD		
City:	Westwego		
State/Country:	LOUISIANA		
Postal Code:	70094		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4116126	CORNERSTONE CHEMICAL COMPANY	
Registration Number:	4195653	CORNERSTONE CHEMICAL COMPANY	
Registration Number:	4436385	CORNERSTONE	
Serial Number:	90327099	CORNERSTONE PUR-AN	
Serial Number:	90327281	CORNERSTONE PUR-AN	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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:	2028874000		
Email:	mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com		
Correspondent Name:	AKIN GUMP STRAUSS HAUER & FELD LLP		
Address Line 1:	2001 K Street N.W.		
Address Line 4:	Washington DC, D.C. 20006		
ATTORNEY DOCKET NUMBER:	106330.0001		
NAME OF SUBMITTER:	Mussie B Beyene		
SIGNATURE:	/MUSSIE B BEYENE/		
DATE SIGNED:	12/07/2023		

CH \$140.00 4116126

Total Attachments: 4

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of December 6, 2023 (“Release”), is made by WILMINGTON SAVINGS FUND SOCIETY, FSB (“WSFS”) as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “Agent”) in favor of CORNERSTONE CHEMICAL COMPANY, a Delaware corporation (the “Grantor”).

WHEREAS, pursuant to (i) that certain Note Purchase Agreement, dated as of September 19, 2023 (as amended by that certain Amendment No. 1 to Note Purchase Agreement, dated as of November 1, 2023, and by that certain Amendment No. 2 to Note Purchase Agreement, dated as of November 17, 2023, and as further amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”) by and among the Grantor, as Issuer, Cornerstone Holdings, Inc., a Delaware corporation (“Holdings”), the Guarantors from time to time party thereto, the Purchasers from time to time party thereto and the Agent and (ii) that certain Priority Notes Pledge and Security Agreement, dated as of August 25, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Priority Notes Pledge and Security Agreement”), by and among the Grantor, Holdings, the Subsidiary Grantors party thereto and the Agent, the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and agreed as a condition thereof to execute an Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office (the “USPTO”);

WHEREAS, that certain Intellectual Property Security Agreement, dated as of August 25, 2023, by and between the Grantor and the Agent (the “IP Security Agreement”) was recorded with the USPTO on August 29, 2023, at Reel: 8181, Frame: 0888; and

WHEREAS, as confirmed through that certain Payoff Letter, dated as of December 6, 2023, all Obligations of the Grantor under the Note Purchase Agreement (other than any contingent obligations not yet asserted which by the terms of the Note Documents specifically survive repayment of the Notes) have been satisfied in full and, in connection therewith, the Agent has released its security interest in the Intellectual Property Collateral (as defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, on behalf of the Secured Parties, and the Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Note Purchase Agreement, Priority Notes Pledge and Security Agreement or IP Security Agreement, as applicable.

SECTION 2. Termination and Release. The Agent, on behalf of itself, its successors, legal representatives and assigns, and the Secured Parties, without recourse to or representation or warranty by the Agent of any kind, hereby:

(a) unconditionally terminates, cancels, discharges, and releases all of its security interest in and to, and the right to set off against, the Grantor’s intellectual property to the extent constituting Collateral (as defined in the Priority Notes Pledge and Security Agreement), including, but not limited to, the foregoing listed on Schedule A attached hereto (the “Intellectual Property Collateral”), granted pursuant to the Priority Notes Pledge and Security Agreement or the IP Security Agreement, and any right, title or interest of the Agent in such Intellectual Property Collateral shall hereby cease and become void. If and to the extent that the Agent has acquired any right, title or interest in and to the Intellectual Property Collateral, the Agent,

on behalf of itself, its successors, legal representatives and assigns, and the Secured Parties, without recourse to or representation or warranty by the Agent of any kind, hereby unconditionally re-transfers, re-conveys, and re-assigns such right, title or interest to the Grantor; and

(b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 4. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary and reasonably requested by the Grantor, at the Grantor's sole cost and expense, to effect the release of the security interest contemplated hereby.

[Signatures on following page]

IN WITNESS WHEREOF, the Agent, on behalf of itself, its successors, legal representatives and assigns, and the Secured Parties, has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

Agent:

WILMINGTON SAVINGS FUND SOCIETY, FSB

By: Anita Woolery
Name: Anita Woolery
Title: Vice President

[Signature Page to Termination of IP Security Agreement]

TRADEMARK
REEL: 008281 FRAME: 0769

SCHEDULE A TO THE
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES TRADEMARKS

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
Cornerstone Chemical Company	CORNERSTONE CHEMICAL COMPANY	United States	4,116,126	March 20, 2012
Cornerstone Chemical Company	CORNERSTONE CHEMICAL COMPANY and Design	United States	4,195,653	August 21, 2012
Cornerstone Chemical Company	CORNERSTONE	United States	4,436,385	November 19, 2013
Cornerstone Chemical Company	Cornerstone Pur- AN	United States	90/327,099	November 18, 2020
Cornerstone Chemical Company	Cornerstone Pur- AN and design	United States	90/327,281	November 18, 2020

UNITED STATES TRADEMARK APPLICATIONS

None.