

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434382

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG New York Branch, as Collateral Agent		07/03/2017	BANK: GERMANY
RECEIVING PARTY DATA			
Name:	GCP Applied Technologies Inc.		
Street Address:	62 Whittemore Avenue		
Internal Address:	Patent Department		
City:	Cambridge		
State/Country:	MASSACHUSETTS		
Postal Code:	02140		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3353072	APPERTA	
Registration Number:	4169158	CELOX	
Registration Number:	1825693	DARAFORM	
Registration Number:	0421159	DAREX	
Registration Number:	0409573	DAREX	
Registration Number:	4777900	SODASORB	
Registration Number:	0258511	SODASORB	
Registration Number:	0570646	DAREX AEA	
CORRESPONDENCE DATA			
Fax Number:	6172347508		
<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:	617-498-2695		
Email:	trademarks@gcpat.com		
Correspondent Name:	Eileen Sullivan		
Address Line 1:	GCP Applied Technologies Inc.		
Address Line 2:	62 Whittemore Avenue		
Address Line 4:	Cambridge, MASSACHUSETTS 02140		

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NAME OF SUBMITTER:	Craig K. Leon
SIGNATURE:	/craig k leon/
DATE SIGNED:	07/10/2017
Total Attachments: 3 source=Deutsche Trademark Release#page1.tif source=Deutsche Trademark Release#page2.tif source=Deutsche Trademark Release#page3.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE, dated as of July 3, 2017, is made by Deutsche Bank AG New York Branch, as Collateral Agent (the "Agent"), in favor of GCP Applied Technologies Inc. (the "Grantor") as follows:

WITNESSETH

WHEREAS, pursuant to (a) the Security Agreement, dated as of February 3, 2016 (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") and (b) the Grant of Security Interest in United States Trademarks, dated as of February 3, 2016 (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), the Grantor granted the Agent, for the benefit of the "Secured Parties" (as defined in the Credit Agreement), a continuing security interest in all of its right, title and interest in, to and under the "Intellectual Property Collateral" (as defined in the Credit Agreement) including, without limitation, the Trademarks set forth on Schedule A attached hereto (with the portion of the Intellectual Property Collateral that is currently owned by the Grantor being referred to herein as the "Released IP Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on March 7, 2016 at Reel/Frame No. 5746/0760; and

WHEREAS, in accordance with the Security Agreement, the Grantor has requested that the Agent release its Liens on and security interest in all right, title and interest in, to and under the Released IP Collateral.

NOW, THEREFORE, the Agent, without recourse to it or representation or warranty by it, and at the Grantor's sole cost and expense, hereby, on behalf of itself and the Secured Parties, terminates, cancels and releases its and the Secured Parties' Liens on and security interest in the Released IP Collateral, and any and all right, title and interest of the Agent and the Secured Parties in the Released IP Collateral shall hereby terminate, cease and become void.

The Agent agrees to provide the Grantor with any information and additional authorization and documentation necessary to effect the release of the Agent's security interest in the Released IP Collateral (without recourse to it or representation or warranty by it, and at the Grantor's sole cost and expense and otherwise in accordance with Section 9.08 of the Credit Agreement and Section 8.13(c) of the Security Agreement).

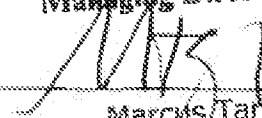
Capitalized terms used herein without definition are used as defined in the Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered, on behalf of itself and the Secured Parties, by its duly authorized officer as of the date first written above.

DEUTSCHE BANK AG NEW YORK
BRANCH, as Collateral Agent

By: 
Name: Aneta Trifan
Title: Managing Director

By: 
Name: Marcus Tarlington
Title: Director

SCHEDULE A

MARK	COUNTRY	APP. NO.	FILED	REG. NO.	REG. DATE	OWNER
APPERTA	United States of America	77/046410	11/17/06	3353072	12/11/07	GCP Applied Technologies Inc.
CELOX	United States of America	85/333603	5/31/11	4169158	7/3/12	GCP Applied Technologies Inc.
DARAFORM	United States of America	74/324398	10/22/92	1825693	3/8/94	GCP Applied Technologies Inc.
DAREX	United States of America	71/486939	8/9/45	421159	5/21/56	GCP Applied Technologies Inc.
DAREX (Stylized)	United States of America	71469748	4/28/44	409573	10/10/44	GCP Applied Technologies Inc.
SODASORB	United States of America	86076957	9/27/13	4777900	7/21/15	GCP Applied Technologies Inc.
SODASORB	United States of America	71/281082	3/21/29	0258511	7/9/29	GCP Applied Technologies Inc.
DAREX AEA	United States of America	0621310	11/16/51	0570646	2/17/53	GCP Applied Technologies Inc.