

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM453364

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN TRADEMARK SECURITY AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VANTAGE SPECIALTY CHEMICALS, INC.		10/26/2017	Corporation: DELAWARE
VANTAGE SPECIALTIES, INC.		10/26/2017	Corporation: DELAWARE
VANTAGE SPECIALTY INGREDIENTS, INC.		10/26/2017	Corporation: NEW JERSEY
VANTAGE OLEOCHEMICALS, INC.		10/26/2017	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Morgan Stanley Senior Funding, Inc., as collateral agent
<b>Street Address:</b>	1585 Broadway
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 62

Property Type	Number	Word Mark
Registration Number:	1678957	AXAREL
Registration Number:	1641866	BIOACT
Registration Number:	1740790	EC-ULTRA
Registration Number:	1782354	ERUCICAL
Registration Number:	2334991	HODAG
Registration Number:	1412835	HO-FLOW
Registration Number:	2498882	HYDREX
Registration Number:	2185808	LAMBENT TECHNOLOGIES
Registration Number:	2253184	LAMBENT WAX
Registration Number:	2288873	LAMCHEM
Registration Number:	2338188	LENIUM
Registration Number:	2278050	LUMISOLVE
Registration Number:	2291076	LUMISORB
Registration Number:	2292487	LUMULSE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1782355	OLEOCAL
Registration Number:	2849978	PEP-99
Registration Number:	1955480	PETROFERM
Registration Number:	1841619	PETROFERM
Registration Number:	1822244	POLYCAL
Registration Number:	1587350	RE-ENTRY
Registration Number:	3199405	SYNGARD
Registration Number:	3773160	VANTAGE OLEOCHEMICALS
Registration Number:	3789638	VDISTILL
Registration Number:	3789639	VOLEIC
Registration Number:	3789640	VSTEARIN
Registration Number:	3789641	VYCERIN
Registration Number:	4302356	VYCOL
Registration Number:	4270761	VANTAGE SPECIALTY CHEMICALS
Registration Number:	4825830	CURCYLIC
Registration Number:	4825832	CUROXYL
Registration Number:	3239487	CUROXYL
Registration Number:	2723293	GORGONIAN EXTRACT
Registration Number:	2627958	LIPAMIDE
Registration Number:	3200147	LIPO
Registration Number:	3382390	LIPO PARTICLE
Registration Number:	2674197	LIPO POLYGLYCOL
Registration Number:	3245835	LIPOBEAD
Registration Number:	3002384	LIPOBRITE
Registration Number:	3680129	LIPOBUTTER
Registration Number:	2642302	LIPOCARE
Registration Number:	2783640	LIPOCOL
Registration Number:	2627956	LIPOFRUIT
Registration Number:	2992803	LIPOLIGHT
Registration Number:	2680031	LIPOMIC
Registration Number:	2627960	LIPOMULSE
Registration Number:	2785424	LIPONATE
Registration Number:	2627959	LIPONYL
Registration Number:	4673934	LIPOPARTICLE
Registration Number:	2783639	LIPOPEG
Registration Number:	2835785	LIPOQUAT
Registration Number:	3007627	LIPOSATIN
Registration Number:	3966532	LIPOSHIELD

Property Type	Number	Word Mark
Registration Number:	2685632	LIPOSILT
Registration Number:	2783644	LIPOSORB
Registration Number:	2783641	LIPOVOL
Registration Number:	2783643	LIPOWAX
Registration Number:	2692315	POLYTEX
Registration Number:	4711005	LIPOCAPSULES
Registration Number:	2405067	LIPOPEARLS
Registration Number:	4711006	LIPOSPHERES
Registration Number:	3381353	DISTINCTIVE
Registration Number:	3256078	INSTAPLUMP

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Phone:** 6463667120

**Email:** iprecordations@whitecase.com

**Correspondent Name:** DANIEL GOLD/WHITE & CASE LLP

**Address Line 1:** 1221 AVENUE OF THE AMERICAS

**Address Line 4:** NEW YORK, NEW YORK 10020

**ATTORNEY DOCKET NUMBER:** 1130558-0144-N997

**NAME OF SUBMITTER:** Daniel Gold

**SIGNATURE:** /Daniel Gold/

**DATE SIGNED:** 12/05/2017

**Total Attachments: 6**

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**SECOND LIEN TRADEMARK SECURITY AGREEMENT**

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of October 26, 2017, by and among **VANTAGE SPECIALTY CHEMICALS, INC.**, **VANTAGE SPECIALTIES, INC.**, **VANTAGE SPECIALTY INGREDIENTS, INC.** and **VANTAGE OLEOCHEMICALS, INC.** (each, a “Grantor” and together, the “Grantors”) and **MORGAN STANLEY SENIOR FUNDING, INC.**, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, Grantor is party to a Second Lien Pledge and Security Agreement, dated as of October 26, 2017 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of Grantor:

- (a) Trademarks of Grantor listed on Schedule I attached hereto constituting Collateral;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademarks under this Trademark Security Agreement (without recourse or warranty of any kind, either express or implied).


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

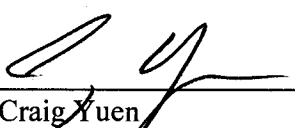
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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

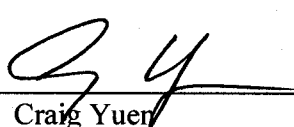
**VANTAGE SPECIALTY CHEMICALS, INC.**

By:   
Name: Craig Yuen  
Title: Treasurer, Secretary & Chief  
Financial Officer

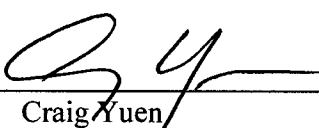
**VANTAGE SPECIALTIES, INC.**

By:   
Name: Craig Yuen  
Title: Treasurer, Secretary & Chief  
Financial Officer

**VANTAGE SPECIALTY INGREDIENTS, INC.**

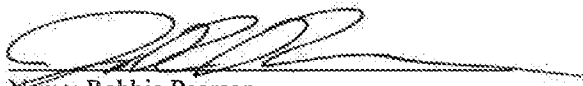
By:   
Name: Craig Yuen  
Title: Treasurer & Secretary

**VANTAGE OLEOCHEMICALS, INC.**

By:   
Name: Craig Yuen  
Title: Treasurer, Secretary & Chief  
Financial Officer

Accepted and Agreed:

**MORGAN STANLEY SENIOR FUNDING, INC.,**  
as Collateral Agent

By:   
Name: Robbie Pearson  
Title: Authorized Signatory

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

<b><u>Trademark</u></b>	<b><u>Application No.</u></b>	<b><u>Registration No.</u></b>	<b><u>Owner</u></b>
AXAREL	-	1,678,957	Vantage Specialties, Inc.
BIOACT	-	1,641,866	Vantage Specialties, Inc.
EC-ULTRA	-	1,740,790	Vantage Specialties, Inc.
ERUCICAL	-	1,782,354	Vantage Specialties, Inc.
HODAG	-	2,334,991	Vantage Specialties, Inc.
HO-FLOW	-	1,412,835	Vantage Specialties, Inc.
HYDREX	-	2,498,882	Vantage Specialties, Inc.
LAMBENT TECHNOLOGIES	-	2,185,808	Vantage Specialties, Inc.
LAMBENT WAX	-	2,253,184	Vantage Specialties, Inc.
LAMCHEM	-	2,288,873	Vantage Specialties, Inc.
LENIUM	-	2,338,188	Vantage Specialties, Inc.
LUMISOLVE	-	2,278,050	Vantage Specialties, Inc.
LUMISORB	-	2,291,076	Vantage Specialties, Inc.
LUMULSE	-	2,292,487	Vantage Specialties, Inc.
OLEOCAL	-	1,782,355	Vantage Specialties, Inc.
PEP-99	-	2,849,978	Vantage Specialties, Inc.
PETROFERM	-	1,955,480	Vantage Specialties, Inc.
PETROFERM	-	1,841,619	Vantage Specialties, Inc.
POLYCAL	-	1,822,244	Vantage Specialties, Inc.
RE-ENTRY	-	1,587,350	Vantage Specialties, Inc.
SYNGARD	-	3,199,405	Vantage Specialties, Inc.
VANTAGE OLEOCHEMICALS	-	3,773,160	Vantage Oleochemicals, Inc.
VDISTILL	-	3,789,638	Vantage Oleochemicals, Inc.
VOLEIC	-	3,789,639	Vantage Oleochemicals, Inc.
VSTEARIN	-	3,789,640	Vantage Oleochemicals, Inc.
VYCERIN	-	3,789,641	Vantage Oleochemicals, Inc.
VYCOL	-	4302356	Vantage Oleochemicals, Inc.
VANTAGE SPECIALTY CHEMICALS	-	4270761	Vantage Specialty Chemicals, Inc.



<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Owner</u>
CURCYLIC	-	4,825,830	Vantage Specialty Ingredients, Inc.
CUROXYL	-	4,825,832	Vantage Specialty Ingredients, Inc.
CUROXYL	-	3,239,487	Vantage Specialty Ingredients, Inc.
GORGONIAN EXTRACT	-	2,723,293	Vantage Specialty Ingredients, Inc.
LIPAMIDE	-	2,627,958	Vantage Specialty Ingredients, Inc.
LIPO (Stylized)	-	3,200,147	Vantage Specialty Ingredients, Inc.
LIPO PARTICLE	-	3,382,390	Vantage Specialty Ingredients, Inc.
LIPO POLYGLYCOL	-	2,674,197	Vantage Specialty Ingredients, Inc.
LIPOBEAD	-	3,245,835	Vantage Specialty Ingredients, Inc.
LIPOBRITE	-	3,002,384	Vantage Specialty Ingredients, Inc.
LIPOBUTTER	-	3,680,129	Vantage Specialty Ingredients, Inc.
LIPOCARE	-	2,642,302	Vantage Specialty Ingredients, Inc.
LIPOCOL	-	2,783,640	Vantage Specialty Ingredients, Inc.
LIPOFRUIT	-	2,627,956	Vantage Specialty Ingredients, Inc.
LIPOLIGHT	-	2,992,803	Vantage Specialty Ingredients, Inc.
LIPOMIC	-	2,680,031	Vantage Specialty Ingredients, Inc.
LIPOMULSE	-	2,627,960	Vantage Specialty Ingredients, Inc.
LIPONATE	-	2,785,424	Vantage Specialty Ingredients, Inc.
LIPONYL	-	2,627,959	Vantage Specialty Ingredients, Inc.
LIPOPARTICLE	-	4,673,934	Vantage Specialty Ingredients, Inc.
LIPOPEG	-	2,783,639	Vantage Specialty Ingredients, Inc.
LIPOQUAT	-	2,835,785	Vantage Specialty Ingredients, Inc.
LIPOSATIN	-	3,007,627	Vantage Specialty Ingredients, Inc.
LIPOSHIELD	-	3,966,532	Vantage Specialty Ingredients, Inc.
LIPOSILT	-	2,685,632	Vantage Specialty Ingredients, Inc.
LIPOSORB	-	2,783,644	Vantage Specialty Ingredients, Inc.
LIPOVOL	-	2,783,641	Vantage Specialty Ingredients, Inc.
LIPOWAX	-	2,783,643	Vantage Specialty Ingredients, Inc.
POLYTEX	-	2,692,315	Vantage Specialty Ingredients, Inc.
LIPOCAPSULES	-	4,711,005	Vantage Specialty Ingredients, Inc.
LIPOPEARLS	-	2,405,067	Vantage Specialty Ingredients, Inc.
LIPOSPHERES	-	4,711,006	Vantage Specialty Ingredients, Inc.
DISTINCTIVE	-	3,381,353	Vantage Specialty Ingredients, Inc.
INSTAPLUMP	-	3,256,078	Vantage Specialty Ingredients, Inc.