

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538901

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|-----------------------------------|---|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| GEO Specialty Chemicals, Inc. | | 08/30/2019 | Corporation: OHIO |
| RECEIVING PARTY DATA | | | |
| Name: | Twin Brook Capital Partners, LLC, as Administrative Agent | | |
| Street Address: | 111 South Wacker Drive | | |
| Internal Address: | 36th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 34 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4996999 | GEOMEEN | |
| Registration Number: | 4996996 | GEOWET | |
| Registration Number: | 4996993 | GEOSPERSE | |
| Registration Number: | 4997000 | GEORINSE | |
| Registration Number: | 4996994 | GEOFLO | |
| Registration Number: | 4997002 | GEOMIDE | |
| Registration Number: | 4997001 | GEOEST | |
| Registration Number: | 4997006 | GEOSULF | |
| Registration Number: | 5002214 | POTTERS KLY | |
| Registration Number: | 4997007 | GLASSPERSE | |
| Registration Number: | 5002213 | GEOSTAT | |
| Registration Number: | 4989824 | GEOLUBE | |
| Registration Number: | 4865893 | GEO FM | |
| Registration Number: | 4684204 | GEOLUBE | |
| Registration Number: | 4601763 | TRI-REZ | |
| Registration Number: | 3129487 | DILOFLO | |
| Registration Number: | 2814139 | DICAP | |
| Registration Number: | 2401438 | GEO | |

CH \$865.00 4996999

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 1985801 | TRIMET |
| Registration Number: | 1994335 | ULTRAPAC |
| Registration Number: | 1808704 | ULTRAFLOC |
| Registration Number: | 1769584 | LOMAR |
| Registration Number: | 1351178 | DILOFLO |
| Registration Number: | 1184405 | NOPCOTE |
| Registration Number: | 1184318 | HYONIC |
| Registration Number: | 1068776 | QUATRENE |
| Registration Number: | 0904972 | FOSTEX |
| Registration Number: | 0779272 | FLOWCO |
| Registration Number: | 0758654 | DMPA |
| Registration Number: | 0713746 | NOPCOTE |
| Registration Number: | 0661756 | HYONIC |
| Registration Number: | 0637912 | LOMAR |
| Registration Number: | 0406600 | NOPALCOL |
| Registration Number: | 0338977 | DAXAD |

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: 212.940.6562

Email: joanne.arnold@katten.com

Correspondent Name: Joanne BL Arnold

Address Line 1: Katten

Address Line 2: 575 Madison Avenue

Address Line 4: New York, NEW YORK 10022-2585

NAME OF SUBMITTER: Joanne BL Arnold

SIGNATURE: /Joanne BL Arnold/

DATE SIGNED: 08/30/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

WHEREAS, GEO Specialty Chemicals, Inc., an Ohio corporation (the “Assignor”) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Assignor, has entered into an Amended and Restated Security Agreement, dated August 30, 2019 (the “Security Agreement”), in favor of Twin Brook Capital Partners, LLC, in its capacity as Administrative Agent for certain lenders (the “Assignee”);

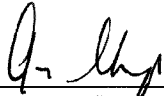
WHEREAS, pursuant to the Security Agreement, the Assignor has granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

GEO SPECIALTY CHEMICALS, INC.

By: 
Name: Jeremy Steinfink
Title: Chief Executive Officer and President

Trademark Security Agreement

TRADEMARK
REEL: 006733 FRAME: 0484

SCHEDULE 1A TO TRADEMARK SECURITY AGREEMENT

| Mark | Application No. | Application Date | Registration No. | Registration Date |
|--------------------|------------------------|-------------------------|-------------------------|--------------------------|
| GEOMEEN | 86814084 | 11/9/15 | 4996999 | 7/12/16 |
| GEWET | 86814073 | 11/9/15 | 4996996 | 7/12/16 |
| GEOSPERSE | 86814052 | 11/9/15 | 4996993 | 7/12/16 |
| GEORINSE | 86814094 | 11/9/15 | 4997000 | 7/12/16 |
| GEOFLO | 86814068 | 11/9/15 | 4996994 | 7/12/16 |
| GEOMIDE | 86814111 | 11/9/15 | 4997002 | 7/12/16 |
| GEOest | 86814103 | 11/9/15 | 4997001 | 7/12/16 |
| GEOSULF | 86814121 | 11/9/15 | 4997006 | 7/12/16 |
| POTTERS KLY | 86814155 | 11/9/15 | 5002214 | 7/19/16 |
| GLASSPERSE | 86814143 | 11/9/15 | 4997007 | 7/12/16 |

| | | | | |
|-----------|----------|----------|---------|----------|
| GEOSTAT | 86814131 | 11/9/15 | 5002213 | 7/19/16 |
| GEOLUBE | 86583598 | 4/1/15 | 4989824 | 6/28/16 |
| GEO FM | 86584442 | 4/1/15 | 4865893 | 12/8/15 |
| GEOLUBE | 86294650 | 5/29/14 | 4684204 | 2/10/15 |
| TRI-REZ | 85264328 | 3/11/11 | 4601763 | 9/9/14 |
| DILOFLO | 78699455 | 8/24/05 | 3129487 | 8/15/06 |
| DICAP | 78131680 | 5/29/02 | 2814139 | 2/10/04 |
| GEO | 75653260 | 3/4/99 | 2401438 | 11/7/00 |
| TRIMET | 74722780 | 8/30/95 | 1985801 | 7/9/96 |
| ULTRAPAC | 74474513 | 12/29/93 | 1994335 | 8/20/96 |
| ULTRAFLOC | 74373154 | 3/29/93 | 1808704 | 12/7/93 |
| LOMAR | 74308824 | 8/25/92 | 1769584 | 5/11/93 |
| DILOFLO | 73518109 | 1/18/85 | 1351178 | 7/30/85 |
| NOPCOTE | 73286460 | 11/19/80 | 1184405 | 1/5/82 |
| HYONIC | 73231514 | 9/17/79 | 1184318 | 1/5/79 |
| QUATRENE | 73071419 | 12/10/75 | 1068776 | 7/5/77 |
| FOSTEX | 72346523 | 12/17/69 | 0904972 | 12/29/70 |
| FLOWCO | 72162760 | 2/14/63 | 0779272 | 11/3/64 |

| | | | | |
|----------|----------|---------|---------|----------|
| DMPA | 72162121 | 2/5/63 | 0758654 | 10/22/63 |
| NOPCOTE | 72101506 | 7/26/60 | 0713746 | 4/11/61 |
| HYONIC | 72027811 | 4/9/57 | 0661756 | 5/13/58 |
| LOMAR | 72002473 | 1/17/56 | 0637912 | 12/4/56 |
| NOPALCOL | 71464663 | 11/3/43 | 0406600 | 4/11/44 |
| DAXAD | 71377336 | 4/17/36 | 0338977 | 9/22/36 |