

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552503

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Flow Polymers, LLC		11/26/2019	Limited Liability Company: DELAWARE
Polymer Solutions Group Finance, LLC		11/26/2019	Limited Liability Company: DELAWARE
SASCO Chemical Group, LLC		11/26/2019	Limited Liability Company: GEORGIA

RECEIVING PARTY DATA

Name:	BMO Harris Bank, N.A.
Street Address:	111 W. Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2167735	4TEAR
Registration Number:	5625552	FLOWCAL
Registration Number:	2316673	FLAWSIL
Registration Number:	2254763	FLOWSPERSE
Registration Number:	1704453	FORMALEX
Registration Number:	0989460	KENLASTIC
Registration Number:	0939392	KEN-MAG
Registration Number:	4474142	KENMIX
Registration Number:	0989459	KEN-ZINC
Registration Number:	4636484	PROFILE
Registration Number:	2474464	PROLONG
Registration Number:	2268710	PROLUBE
Registration Number:	2167736	PROMIX
Registration Number:	4632532	PROSORP
Registration Number:	2169699	PROTAC

CH \$490.00 2167735

Property Type	Number	Word Mark
Registration Number:	3426878	S SASCO
Registration Number:	3846305	SUREFLO
Registration Number:	4856950	SUREMIX
Registration Number:	5625275	TECHKOTE

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: 4155911000

Email: TrademarksSF@winston.com

Correspondent Name: Becky Troutman, Winston & Strawn LLP

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Becky L. Troutman
SIGNATURE:	/Becky L. Troutman/
DATE SIGNED:	12/09/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of November 26, 2019, between the signatory hereto (the “Grantor”) in favor of BMO Harris Bank, N.A., as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of November 26, 2019 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the “Intellectual Property Collateral”):

(a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**FLOW POLYMERS, LLC,
POLYMER SOLUTIONS GROUP FINANCE, LLC
SASCO CHEMICAL GROUP, LLC, each as a
Grantor**

By: 

Name: Michael Ivany

Title: Chief Executive Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS)]

**TRADEMARK
REEL: 006811 FRAME: 0607**

BMO HARRIS BANK N.A., as Agent

By:  _____

Name: Dan Weeks

Title: Managing Director

SCHEDULE 1

UNITED STATES TRADEMARKS:

Registrations and Applications:

Trademark	Jurisdiction	Serial No. / Filing Date	Registration No. / Registration Date	International Class(es)	Status	Current Owner of Record
4TEAR	USPTO	75337526; 08/07/97	2167735; 06/23/98	001	Renewed	Flow Polymers, LLC
FLOWCAL	USPTO	87682518; 11/13/17	5625552; 12/11/18	001	Registered	Polymer Solutions Group Finance, LLC
FLAWSIL	USPTO	75649038; 02/26/99	2316673; 02/08/00	001	Renewed	Flow Polymers, LLC
FLOWSPERSE	USPTO	75305505; 06/09/97	2254763; 06/22/99	001	Renewed	Flow Polymers, LLC
FORMALEX	USPTO	74191105; 08/02/91	1704453; 08/04/92	001	Renewed	SASCO Chemical Group, LLC
KENLASTIC	USPTO	72460580 06/18/73	989460; 07/30/74	001	Renewed	Flow Polymers, LLC
KEN-MAG	USPTO	72389275; 04/15/71	939392; 08/01/72	001	Renewed	Flow Polymers, LLC
KENMIX	USPTO	85920509; 05/01/13	4474142; 01/28/14	001	Registered	Flow Polymers, LLC

KEN-ZINC	USPTO	72460579; 06/18/73	989459; 07/30/74	001	Renewed	Flow Polymers, LLC
PROFILE	USPTO	86228735; 03/21/14	4636484; 11/11/14	001	Registered	Flow Polymers, LLC
PROLONG	USPTO	75868003; 12/10/99	2474464; 07/31/01	001	Renewed	Flow Polymers, LLC
PROLUBE	USPTO	75470915; 04/20/98	2268710; 08/10/99	001	Renewed	Flow Polymers, LLC
PROMIX	USPTO	75337527; 08/07/97	2167736; 06/23/98	001	Renewed	Flow Polymers, LLC
PROSORP	USPTO	86297869; 06/02/14	4632532; 11/04/14	001	Registered	Flow Polymers, LLC
PROTAC	USPTO	75337457; 08/07/97	2169699; 06/30/98	001	Renewed	Flow Polymers, LLC
S SASCO	USPTO	78859668; 04/12/06	3426878; 05/13/08	001	Renewed	SASCO Chemical Group, LLC
SUREFLO	USPTO	77782860; 07/16/09	3846305; 09/07/10	001	Renewed	Flow Polymers, LLC
SUREMIX	USPTO	86537391; 02/17/15	4856950; 11/17/15	001	Registered	Flow Polymers, LLC
TECHKOTE	USPTO	87606765; 09/13/17	5625275; 12/11/18	001	Registered	Polymer Solutions Group Finance, LLC