# OP \$2315.00 2792354

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM569994

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		04/01/2020	Banking Corporation: GERMANY

#### **RECEIVING PARTY DATA**

Name:	OMNOVA Solutions Inc.
Street Address:	25435 Harvard Road
City:	Beachwood
State/Country:	ОНЮ
Postal Code:	44122
Entity Type:	Corporation: OHIO

#### **PROPERTY NUMBERS Total: 92**

Property Type	Number	Word Mark	
Registration Number:	2792354	SURF(X)	
Registration Number:	2775353	SURF (X)	
Registration Number:	1628422	DIVERSIWALL	
Registration Number:	2119228	DIVERSIWALL	
Registration Number:	2983925	VIEWNIQUE	
Registration Number:	3124308	PT	
Registration Number:	3024685	BOLTASOFT	
Registration Number:	3108179	PREFIXX	
Registration Number:	1246705	SUNCRYL	
Registration Number:	3144723	SUNCRYL	
Registration Number:	3176513	REACTOPAQUE	
Registration Number:	1420205	GEN-TEX	
Registration Number:	3215481	GENCEAL	
Registration Number:	595044	GENTAC	
Registration Number:	2005127	UNIQ-PRINT	
Registration Number:	2515326	ACRYGEN	
Registration Number:	1996989	BOLTA	
Registration Number:	1942391	BOLTAFLEX	
Registration Number:	2029040	BOLTAWALL	
	•	TRADEMARK	

900543074 REEL: 006905 FRAME: 0128

Property Type	Number	Word Mark	
Registration Number:	1046593	CONLEX	
Registration Number:	2355966	DURATOUCH	
Registration Number:	2449560	GENCAL	
Registration Number:	2109969	GENCRYL	
Registration Number:	2233662	GENFILM	
Registration Number:	754383	GENFLO	
Registration Number:	2311840	GENGLAZE	
Registration Number:	1068808	IMPREGNOLE	
Registration Number:	1904522	LIFELINES	
Registration Number:	1485784	MOR-GLO	
Registration Number:	1719779	MOR-SHINE	
Registration Number:	2081460	MYKON	
Registration Number:	2576657	MYKOSIL	
Registration Number:	2576658	MYKOSOFT	
Registration Number:	680548	NAUTOLEX	
Registration Number:	707956	NORANE	
Registration Number:	2531427	OMNABLOC	
Registration Number:	729931	PERMAFRESH	
Registration Number:	759842	PERMAFRESH	
Registration Number:	1514214	PERMALOFT	
Registration Number:	1419651	PREFIXX	
Registration Number:	1692840	PREVAILL	
Registration Number:	2086516	PREVAILL AK	
Registration Number:	862232	PRYM	
Registration Number:	1061964	PRYM	
Registration Number:	2054217	SECOAT	
Registration Number:	2659474	SEQUABOND	
Registration Number:	1518601	SEQUABOND	
Registration Number:	1590395	SEQUABOND	
Registration Number:	1800355	SEQUALINK	
Registration Number:	1509715	SEQUAPEL	
Registration Number:	1955364	SEQUAREZ	
Registration Number:	2082533	SEQUAWET	
Registration Number:	2476685	STYLECOAT	
Registration Number:	1070476	SULFANOLE	
Registration Number:	1267517	SUNBOND	
Registration Number:	1120795	SUNKOTE	
Registration Number:	900544	SUNREZ	

Property Type	Number	Word Mark	
Registration Number:	900543	SUNSIZE	
Registration Number:	1181240	TOWER	
Registration Number:	1584681	WEBCORE	
Registration Number:	2714072	X-CAPE	
Serial Number:	78872257	GENCRYL PT	
Serial Number:	77117899	OMNAPEL	
Registration Number:	3558670	SUNKEM	
Registration Number:	3813709	ECORE	
Registration Number:	3884988	DIVERSIWALL D	
Registration Number:	0646242	CHEMIGUM	
Registration Number:	0323370	PLIOLITE	
Registration Number:	0384352	CHEMIGUM	
Registration Number:	0646243	PLIOLITE	
Registration Number:	0999000	PLIOCORD	
Registration Number:	1082123	WINGSTAY	
Registration Number:	1569039	PLIOWAY	
Registration Number:	1575892	PLIOTONE	
Registration Number:	1912517	SUNIGUM	
Registration Number:	2028950	PLIOTEC	
Registration Number:	4913338	BOLTAFLEX	
Registration Number:	3870919	BOLTASPORT	
Registration Number:	4149409	CAPITANO	
Registration Number:	4328017	HYDRO PLIOLITE	
Registration Number:	4280657	NAUTOLEX	
Registration Number:	3306519	NEW FLUID SOLUTIONS	
Registration Number:	3938741	NFS-SUPER SQUEEZE	
Registration Number:	3829153	NFS-SUPER SYSTEM	
Registration Number:	4566935	OMNOVA SOLUTIONS	
Registration Number:	4521478	PLIOLITE	
Registration Number:	4139263	SOFDURA	
Registration Number:	4751492	VERUS DF	
Registration Number:	4709352	VISCODRILL	
Serial Number:	87595260	UNIQPRINT	
Serial Number:	87608356	REACTOPAQUE	
Serial Number:	87656617	SUNCRYL	

# CORRESPONDENCE DATA

**Fax Number:** 8009144240

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:** 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera	
SIGNATURE:	/Elaine Carrera/	
DATE SIGNED:	04/01/2020	

#### **Total Attachments: 7**

source=OMNOVA - Term Loan Trademark Release [Executed]#page1.tif source=OMNOVA - Term Loan Trademark Release [Executed]#page2.tif source=OMNOVA - Term Loan Trademark Release [Executed]#page3.tif source=OMNOVA - Term Loan Trademark Release [Executed]#page4.tif source=OMNOVA - Term Loan Trademark Release [Executed]#page5.tif source=OMNOVA - Term Loan Trademark Release [Executed]#page6.tif source=OMNOVA - Term Loan Trademark Release [Executed]#page7.tif

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please	se record the attached documents or the new address(es) below.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)
Deutsche Bank AG New York Branch	Additional names, addresses, or citizenship attached?
	Name: OMNOVA Solutions Inc.
Individual(s) Association Partnership Limited Partnership Corporation- State:  Other Banking Corporation  Citizenship (see guidelines) Germany  Additional names of conveying parties attached?	Street Address: 25435 Harvard Road  City: Beachwood  State: OH  Country: USA Zip: 44122  Individual(s) Citizenship  Association Citizenship
3. Nature of conveyance/Execution Date(s):	Partnership Citizenship
Execution Date(s) April 1, 2020	Limited Partnership Citizenship
Assignment Merger	Corporation Citizenship USA-OH
☐ Security Agreement ☐ Change of Name  ☐ Other Release of Security Interest	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)
4. Application number(s) or registration number(s) and A. Trademark Application No.(s)  See Schedule I  C. Identification or Description of Trademark(s) (and Filing I	B. Trademark Registration No.(s)  See Schedule I  Additional sheet(s) attached?   x   Yes   No
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Elaine Carrera, Senior Paralegal	6. Total number of applications and registrations involved:  92
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$
Street Address: c/o Cahill Gordon & Reindel LLP, 80 Pine Street	Authorized to be charged to deposit account Enclosed
City: New York	8. Payment Information:
State: NY Zip: 10005	
Phone Number: (212) 701-3365	Descript Agreement Numerican
Docket Number:	Deposit Account Number
Email Address: ecarrera@cahill.com	Authorized User Name
9. Signature: Elkine (am	ري April 1, 2020
Signature Elaine Carrera	Date
Name of Person Signing	Total number of pages includingcover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of April 1, 2020 (the "Effective Date"), is made by DEUTSCHE BANK AG NEW YORK BRANCH, in its capacity as Administrative Agent and Collateral Agent (the "Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain Agency Resignation, Appointment, Assignment and Assumption Agreement, dated as of August 26, 2016 (the "Successor Agent Agreement"), (a) DEUTSCHE BANK TRUST COMPANY AMERICAS, as Prior Agent resigned as Collateral Agent, (b) DEUTSCHE BANK AG NEW YORK BRANCH, as Successor Agent was appointed Collateral Agent and (c) the Successor Agent accepted its appointment as Collateral Agent;

WHEREAS, reference is made to that certain Amended and Restated Term Loan Credit Agreement, dated as of December 9, 2010 (as amended by Amendment No. 1, dated as of March 7, 2013, as further amended by Amendment No. 2, dated as of March 28, 2014, as further amended by Amendment No. 3, dated as of August 26, 2016, as further amended by Amendment No. 4, dated as of March 2, 2018, and as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among OMNOVA Solutions Inc., as borrower, the Agent, the lenders from time to time party thereto and the other parties thereto;

WHEREAS, pursuant to that certain Amended and Restated Security Agreement, dated as of August 26, 2016, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Successor Agent Agreement, the Grantor executed and delivered a Notice of Succession of Agency, dated as of August 26, 2016 (the "Notice 1"), for recordal with the United States Patent and Trademark Office;

WHEREAS, pursuant to the Successor Agent Agreement, the Grantor executed and delivered a Notice of Succession of Agency, dated as of August 26, 2016 (the "Notice 2" and, together with Notice 1, the "Notices"), for recordal with the United States Patent and Trademark Office;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Grant of Security Interest In Certain Patents and Trademarks, dated as of August 26, 2016 (the "August 2016 Grant"), for recordal with the United States Patent and Trademark Office;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Grant of Security Interest In Certain Patents and Trademarks, dated as of March 2, 2018 (the "March 2018 Grant" and, together with the August 2016 Grant, the "Grants"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Notice 1 was recorded with the United States Patent and Trademark Office on August 29, 2016 at Reel/Frame 5864/0909;

WHEREAS, the Notice 2 was recorded with the United States Patent and Trademark Office on August 29, 2016 at Reel/Frame 5866/0931;

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WHEREAS, the August 2016 Grant was recorded with the United States Patent and Trademark Office on August 30, 2016 at Reel/Frame 5868/0336;

WHEREAS, the March 2018 Grant was recorded with the United States Patent and Trademark Office on March 2, 2018 at Reel/Frame 6283/0108;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Successor Agent Agreement, the Security Agreement, the Notices or the Grants, as applicable.
- 2. Release. Pursuant to Section 10.11 of the Credit Agreement and Section 10.08 of the Security Agreement, the Agent, without representation or warranty of any kind, hereby releases, relinquishes, discharges, terminates and cancels all of its security interest in and to the Intellectual Property Collateral, including the trademark registrations and applications set forth Schedule I attached hereto, arising under the Successor Agent Agreement, the Security Agreement, the Notices and the Grants. If and to the extent that the Agent has acquired any right, title or interest in and to the Intellectual Property Collateral under the Notices and the Grants, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor. The Agent hereby authorizes the Grantor and its successors, assigns or other legal representatives to make filings with the United States Patent and Trademark Office and other necessary filings, in each case at the sole expense of the Grantor, to evidence and effectuate the release and termination of the Agent's security interests in the Intellectual Property Collateral.
- 3. <u>Termination</u>. The Agent, without representation or warranty of any kind, terminates and cancels the Notices and the Grants.
- 4. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 5. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature pages follow]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

DEUTSCHE BANK AG NEW YORK BRANCH, acting in its capacity as Administrative Agent and Collateral Agent for the Secured Creditors

By:\_\_\_

Name: Michael Strobel Title: Vice President

Vice President

By:\_

Name: Philip Tancorra
Title: Associate

**GRANTORS:** 

OMNOVA SOLUTIONS INC.

# SCHEDULE I

# Release of Reel/Frame 5864/0909:

# U.S. Trademarks:

	APPLICATION	APPLICATION	REGISTRATION	REGISTRATION
MARK	NO.	DATE	NO.	DATE
SURF(X)	76/354263	1/2/2002	2792354	12/9/2003
SURF (X) + Design	76/477969	12/2/2002	2775353	10/21/2003
DIVERSIWALL	74/037683	3/12/1990	1628422	12/18/1990
DIVERSIWALL	75/144150	8/2/1996	2119228	12/9/1997
VIEWNIQUE	78/254878	5/28/2003	2983925	8/9/2005
PT (and Design)	78/332614	11/24/2003	3124308	8/1/2006
BOLTASOFT	78/402972	4/16/2004	3024685	12/6/2005
PREFIXX	78/577477	3/1/2005	3108179	6/20/2006
SUNCRYL	73/343213	12/24/1981	1246705	8/2/1983
SUNCRYL	78/624104	5/5/2005	3144723	9/19/2006
REACTOPAQUE	78/714800	9/16/2005	3176513	11/28/2006
GEN-TEX	73/577422	1/13/1986	1420205	12/9/1986
GENCEAL	78/864008	4/18/2006	3215481	3/6/2007
GENTAC	71/640622	1/12/1953	595044	9/14/1954
UNIQ-PRINT	74/615006	12/27/1994	2005127	10/1/1996
ACRYGEN (1)	76/250622	5/3/2001	2515326	12/4/2001
BOLTA*	74/727816	9/12/1995	1996989	8/27/1996
BOLTAFLEX*	74/575650	9/12/1994	1942391	12/19/1995
BOLTAWALL*	75/078490	3/26/1996	2029040	1/7/1997
CONLEX	73/069873	11/24/1975	1046593	8/24/1976
DURATOUCH	75/469157	4/16/1998	2355966	6/6/2000
GENCAL	75/482631	5/11/1998	2449560	5/8/2001
GENCRYL	75/121514	6/11/1996	2109969	10/28/1997
GENFILM	75/369416	10/7/1997	2233662	3/23/1999
GENFLO	72/153169	9/14/1962	754383	8/13/1963
GENGLAZE	75/635289	2/5/1999	2311840	1/25/2000
IMPREGNOLE	73/098871	9/3/1976	1068808	7/5/1977
LIFELINES*	74/546783	7/7/1994	1904522	7/11/1995
MOR-GLO	73/639249	1/12/1987	1485784	4/26/1988
MOR-SHINE	74/236780	1/10/1992	1719779	9/29/1992
MYKON	75/144539	8/5/1996	2081460	7/22/1997
MYKOSIL	76/053570	5/22/2000	2576657	6/4/2002
MYKOSOFT	76/053645	5/22/2000	2576658	6/4/2002
NAUTOLEX	72/058092	8/29/1958	680548	6/16/1959
NORANE	72/080383	8/27/1959	707956	12/6/1960
OMNABLOC	76/009456	3/24/2000	2531427	1/22/2002
PERMAFRESH	72/046674	2/26/1958	729931	4/17/1962
PERMAFRESH	72/080372	8/27/1959	759842	11/12/1963
PERMALOFT	73/725676	5/2/1988	1514214	11/29/1988
PREFIXX	73/568587	11/14/1985	1419651	12/9/1986

MARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE
PREVAILL	74/115081	11/13/1990	1692840	6/9/1992
PREVAILL AK	75/053744	2/5/1996	2086516	8/5/1997
PRYM	72/289043	1/17/1968	862232	12/24/1968
PRYM	73/098870	9/3/1976	1061964	3/29/1977
SECOAT	75/001580	10/4/1995	2054217	4/22/1997
SEQUABOND	78/060533	4/26/2001	2659474	12/10/2002
SEQUABOND	73/721583	4/11/1988	1518601	1/3/1989
SEQUABOND	73/821597	8/25/1989	1590395	4/10/1990
SEQUALINK	74/326280	10/28/1992	1800355	10/26/1993
SEQUAPEL	73/692695	10/30/1987	1509715	10/25/1988
SEQUAREZ	74/515212	4/22/1994	1955364	2/6/1996
SEQUAWET	75/112398	5/31/1996	2082533	7/22/1997
STYLECOAT	75/898928	1/19/2000	2476685	8/7/2001
SULFANOLE	73/098869	9/3/1976	1070476	8/2/1997
SUNBOND	73/406308	12/17/1982	1267517	2/21/1984
SUNKOTE	73/157100	1/31/1978	1120795	6/26/1999
SUNREZ	72/322629	3/24/1969	900544	6/7/1990
SUNSIZE	72322628	1/21/1969	900543	6/7/1990
TOWER	73/265638	6/9/1980	1181240	12/8/1981
WEBCORE	73/808935	6/26/1989	1584681	2/27/1990
X-CAPE	76/114013	8/22/2000	2714072	5/6/2003

# **U.S.** Trademark Applications:

	APPLICATION	
MARK NAME	NO.	APPLICATION DATE
GENCRYL PT	78/872257	4/28/2006
OMNAPEL	77/117899	2/28/2007

# Release of Reel/Frame 5864/0931:

MARK	REG. NO.	REG. DATE
SUNKEM	3558670	01/06/2009
ECORE	3813709	07/06/2010
DIVERSIWALL D and Design	3884988	10/22/2002
CHEMIGUM (Stylized)	0646242	06/04/1957
POLIOITE	0323370	04/09/1935
CHEMIGUM	0384352	01/14/1941
PLIOITE (Sytlized)	0646243	06/04/1957
PLIOCORD	0999000	11/26/1974
WINGSTAY	1082123	01/17/1978
PLIOWAY	1569039	12/05/1989
PLIOTONE	1575892	01/09/1990
SUNIGUM	1912517	08/15/1995
PLIOTEC	2028950	01/07/1997

# Release of Reel/Frame 5868/0336:

Mark	Serial	Filing Date	Registration	Registration	Owner
	Number		Number	Date	
BOLTAFLEX	86712333	08/02/2015	4913338	03/08/2016	Omnova Solutions Inc.
BOLTASPORT	77497313	06/12/2008	3870919	11/02/2010	Omnova Solutions Inc.
CAPITANO	85423098	09/14/2011	4149409	05/29/2012	Omnova Solutions Inc.
HYDRO PLIOLITE	85722164	09/06/2012	4328017	04/30/2013	Omnova Solutions Inc.
	85501047	12/21/2011	4280657	01/22/2013	Omnova Solutions Inc.
NAUTOLEX					
NEW FLUID	78615668	04/25/2005	3306519	10/09/2007	Omnova Solutions Inc.
SOLUTIONS					
NFS-SUPER SQUEEZE	77876117	11/19/2009	3938741	03/29/2011	Omnova Solutions Inc.
NFS-SUPER SYSTEM	77683013	03/04/2009	3829153	08/03/2010	Omnova Solutions Inc.
	86070370	09/20/2013	4566935	07/15/2014	Omnova Solutions Inc.
OMNOVAY					
PLIOLITE	86066917	09/17/2013	4521478	04/29/2014	Omnova Solutions Inc.
SOFDURA	85469905	11/10/2011	4139263	05/08/2012	Omnova Solutions Inc.
VERUS DF	86415579	10/06/2014	4751492	06/09/2015	Omnova Solutions Inc.
VISCODRILL	86167216	01/16/2014	4709352	03/24/2015	Omnova Solutions Inc.

# Release of Reel/Frame 6283/0108:

**RECORDED: 04/01/2020** 

Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
OMNOVA Solutions Inc.	UNIQPRINT	87595260	N/A
		09/04/2017	
OMNOVA Solutions Inc.	REACTOPAQUE	87608356	N/A
		09/14/2017	
OMNOVA Solutions Inc.	SUNCRYL	87656617	N/A
		10/23/2017	