

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM610396

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Succession of Agency		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wells Fargo Bank, N.A.		10/28/2020	Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	10 South Dearborn, Floor L2		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603-2300		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 65</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4154999	LYNX	
Registration Number:	4203305	AXYS	
Registration Number:	4221924	ONYX	
Registration Number:	4526680	EVOFLEX	
Registration Number:	4692833	TEGRA	
Registration Number:	648055	PAMAK	
Registration Number:	832800	REAX	
Registration Number:	833162	AQUA NUCHAR	
Registration Number:	836484	TALLEX	
Registration Number:	837386	REAX	
Registration Number:	989422	JONREZ	
Registration Number:	1223048	STAFOR	
Registration Number:	1239870	PAVE	
Registration Number:	1242459	PAVE BOND	
Registration Number:	1534304	RALUMAC	
Registration Number:	1668146	NUCHAR	
Registration Number:	1711009	TENAX	
Registration Number:	1824019	INDULIN	
Registration Number:	1952829	KRAFTSPERSE	

OP \$1640.00 4154999

Property Type	Number	Word Mark
Registration Number:	2042774	MORLIFE
Registration Number:	2253402	KRAFTPLEX
Registration Number:	2700267	HYACT
Registration Number:	2781336	AQUAGUARD
Registration Number:	2852507	LIQRENE
Registration Number:	3116235	INDULIN
Registration Number:	3126867	POLYFON
Registration Number:	3129664	LIQRO
Registration Number:	3218685	REAX
Registration Number:	3320603	EVOTHERM
Registration Number:	3339492	PERAL
Registration Number:	3630234	ULTRA PLAS
Registration Number:	3633147	EVOTHERM
Registration Number:	3701406	WESTREZ
Registration Number:	3930853	PAMAK
Registration Number:	4388256	KRAFTSPERSE
Registration Number:	4526448	ENVADYM
Registration Number:	4572786	ENVACO
Registration Number:	4637203	ENVACOR
Registration Number:	4637241	ENVAMUL
Registration Number:	4765752	ENVAWET
Registration Number:	4765753	ENVAMOD
Serial Number:	86678849	ALTAPYNE
Serial Number:	86730741	ALTAPUR
Serial Number:	86730746	ALTATAC
Serial Number:	86730749	ALTALUB
Serial Number:	86730794	ALTATERRA
Serial Number:	86731009	ENVASCALE
Serial Number:	86731018	ENVASHALE
Serial Number:	86731024	ALTAMUL
Serial Number:	86731028	WESTRACK
Serial Number:	86748312	INGEVITY
Serial Number:	86748323	INGEVITY
Serial Number:	86748336	INGEVITY
Serial Number:	86748345	INGEVITY
Serial Number:	86827644	INGEVITY
Serial Number:	86868032	ENVABREAK
Serial Number:	86868040	ALTASTICK

Property Type	Number	Word Mark
Registration Number:	1235559	LYTOR
Registration Number:	2059939	NOVARES
Registration Number:	3636364	TALON
Registration Number:	4769182	TALON
Registration Number:	5107345	XPLOR
Registration Number:	3050283	XTAMIDE
Registration Number:	1204200	XTOL
Registration Number:	2272772	XTOLUBE

**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

<b>NAME OF SUBMITTER:</b>	Elaine Carrera
<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	11/23/2020

**Total Attachments: 9**

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**NOTICE OF SUCCESSION OF AGENCY AND ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS**

**5792/0564**  
**6358/0375**

This NOTICE OF SUCCESSION OF AGENCY AND ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (this "Notice"), dated as of October 28, 2020 (the "Effective Date"), is executed by Wells Fargo Bank, N.A., in its capacity as Collateral Agent under the Original Agreements (as defined below) (the "Prior Agent"), and JPMorgan Chase Bank, N.A., in its capacity as Collateral Agent under the Current Agreement (as defined below) (the "Successor Agent").

WHEREAS, pursuant to that certain Credit Agreement, dated as of March 7, 2016, by and among Ingevity Corporation, (the "U.S. Borrower"), INGEVITY HOLDINGS SRL (the "Belgian Borrower") and, together with the U.S. Borrower, the "Borrowers"), the lenders from time to time party thereto and the Prior Agent (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, including pursuant to the Incremental Facility Agreement and Amendment No. 1, dated as of August 21, 2017, the Incremental Facility Agreement and Amendment No. 2, dated as of August 7, 2018, Amendment No. 3, dated as of March 7, 2019 and the Incremental Facility Agreement and Amendment No. 4, dated as of March 7, 2019, the "Original Credit Agreement"), (i) the U.S. Borrower, certain of its subsidiaries from time to time party thereto (collectively, the "Grantors") and the Prior Agent entered into that certain Guarantee and Collateral Agreement, dated as of May 9, 2016 (the "Original Security Agreement"), (ii) the U.S. Borrower and its subsidiaries listed on Schedule I thereto entered into that certain Trademark Security Agreement, dated as of May 9, 2016 (the "2016 Trademark Security Agreement"), and (iii) the Ingevity South Carolina, LLC entered into that certain Supplemental Trademark Security Agreement, dated as of April 12, 2018 (the "2018 Trademark Security Agreement") and, together with the 2016 Trademark Security Agreement, the "Trademark Security Agreements"), pursuant to which the Grantors granted a security interest in and to certain collateral (the "Collateral");

WHEREAS, the (i) 2016 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 12, 2016 at Reel/Frame 5792/0564, with respect to the intellectual property identified on Schedule A attached hereto and (ii) 2018 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 12, 2018 at Reel/Frame 6358/0375, with respect to the intellectual property identified on Schedule B attached hereto;

WHEREAS, the Original Credit Agreement was amended, as of October 28, 2020 (as amended, the "Current Agreement"), and in connection with the transactions under the Current Agreement, the Prior Agent, the Successor Agent, Borrowers and certain other parties have entered into that certain Agency Resignation, Appointment and Assumption Agreement, dated as of October 28, 2020 (the "Resignation Agreement"), whereby the Prior Agent resigned as Collateral Agent and is succeeded to and replaced by the Successor Agent as successor Collateral Agent;

WHEREAS, pursuant to the Resignation Agreement, the Prior Agent assigned to the Successor Agent, and the Successor Agent accepted, all of the Prior Agent's rights and obligations under the Trademark Security Agreements, including the security interests held by the Prior Agent in all of the Grantors' right, title and interest in, to and under the Collateral, including the intellectual property identified on Schedule A and Schedule B, each of which are attached.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Resignation Agreement.

2. Succession and Replacement of Agency. Pursuant to the terms and conditions set forth in the Resignation Agreement, the Prior Agent has ceased to be Collateral Agent under such capacity and is succeeded to and replaced by the Successor Agent as Collateral Agent under such capacity.

3. Assignment of Security Interest. Pursuant to the terms and conditions set forth in the Resignation Agreement, the Prior Agent hereby assigns to the Successor Agent the Prior Agent's entire security interest in all of Grantors' right, title and interest in, to and under the Collateral, including the intellectual property identified on Schedule A and Schedule B, each of which are attached hereto.

4. Purpose. This Notice has been executed and delivered for the purpose of recording the assignment of security interest with the United States Patent and Trademark Office. The security interest assigned hereby has been granted in connection with the Current Agreement and other Loan Documents, and assigned pursuant to the Resignation Agreement, and is expressly subject to the terms and conditions thereof. The parties hereto do hereby further acknowledge and affirm that the rights and remedies with respect to the security interest in the Collateral are more fully set forth in the Current Agreement, other Loan Documents, and the Resignation Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein and nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest in the Collateral originally granted to the Prior Agent under the Trademark Security Agreements, which security interest is now succeeded by and transferred to the Successor Agent. The Current Agreement, other Loan Documents, and Resignation Agreement shall remain in full force and effect in accordance with their terms.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. The words "execution", "execute", "signed", "signature", and words of like import in or related to any document to be signed in connection with this Notice shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Successor Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Notice effective as of the Effective  
Date:


**WELLS FARGO BANK, N.A.**, as Prior Agent

By: *Nathan R. Rantala*

Name: Nathan R. Rantala

Title: Managing Director

JPMORGAN CHASE BANK, N.A., as  
Successor Agent

By:   
Name: Eric Heaps  
Title: Vice President

**SCHEDULE A**

**Trademark Security Agreement recorded May 12, 2016 at Reel/Frame 5792/0564**

**I. Trademarks**

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>
Ingevity South Carolina, LLC	LYNX	4154999
Ingevity South Carolina, LLC	AXYS	4203305
Ingevity South Carolina, LLC	ONYX	4221924
Ingevity South Carolina, LLC	EVOFLEX	4526680
Ingevity South Carolina, LLC	TEGRA	4692833
Ingevity South Carolina, LLC	PAMAK and Design	648055 (Cancelled)
Ingevity South Carolina, LLC	REAX	832800
Ingevity South Carolina, LLC	AQUA NUCHAR	833162
Ingevity South Carolina, LLC	TALLEX	836484 (Cancelled)
Ingevity South Carolina, LLC	REAX	837386
Ingevity South Carolina, LLC	JONREZ	989422
Ingevity South Carolina, LLC	STAFOR	1223048
Ingevity South Carolina, LLC	PAVE	1239870
Ingevity South Carolina, LLC	PAVE BOND	1242459
Ingevity South Carolina, LLC	RALUMAC	1534304
Ingevity South Carolina, LLC	NUCHAR	1668146
Ingevity South Carolina, LLC	TENAX	1711009
Ingevity South Carolina, LLC	INDULIN	1824019
Ingevity South Carolina, LLC	KRAFTSPERSE	1952829
Ingevity South Carolina, LLC	MORLIFE	2042774
Ingevity South Carolina, LLC	KRAFTPLEX	2253402
Ingevity South Carolina, LLC	HYACT	2700267
Ingevity South Carolina, LLC	AQUAGUARD	2781336
Ingevity South Carolina, LLC	LIQRENE	2852507
Ingevity South Carolina, LLC	INDULIN	3116235
Ingevity South Carolina, LLC	POLYFON	3126867
Ingevity South Carolina, LLC	LIQRO	3129664
Ingevity South Carolina, LLC	REAX and Design	3218685 (Cancelled)



<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>
Ingevity South Carolina, LLC	EVOTHERM	3320603
Ingevity South Carolina, LLC	PERAL	3339492
Ingevity South Carolina, LLC	ULTRA PLAS	3630234
Ingevity South Carolina, LLC	EVOTHERM	3633147
Ingevity South Carolina, LLC	WESTREZ	3701406
Ingevity South Carolina, LLC	PAMAK	3930853
Ingevity South Carolina, LLC	KRAFTSPERSE	4388256
Ingevity South Carolina, LLC	ENVADYM	4526448
Ingevity South Carolina, LLC	ENVACO	4572786
Ingevity South Carolina, LLC	ENVACOR	4637203
Ingevity South Carolina, LLC	ENVAMUL	4637241
Ingevity South Carolina, LLC	ENVAWET	4765752
Ingevity South Carolina, LLC	ENVAMOD	4765753

## II. Trademark Applications

<u>Owner</u>	<u>Mark</u>	<u>Application Number</u>
Ingevity South Carolina, LLC	ALTAPYNE	86678849 Reg. No. 4972089
Ingevity South Carolina, LLC	ALTAPUR	86730741 Reg. No. 5596027
Ingevity South Carolina, LLC	ALTATAC	86730746 Reg. No. 5885606
Ingevity South Carolina, LLC	ALTALUB	86730749 Reg. No. 5596028
Ingevity South Carolina, LLC	ALTATERRA	86730794 (Abandoned)
Ingevity South Carolina, LLC	ENVASCALE	86731009 (Abandoned)
Ingevity South Carolina, LLC	ENVASHALE	86731018 (Abandoned)
Ingevity South Carolina, LLC	ALTAMUL	86731024 (Abandoned)
Ingevity South Carolina, LLC	WESTRACK	86731028 (Abandoned)
Ingevity South Carolina, LLC	INGEVITY & Design	86748312 Reg. No. 5087928
Ingevity South Carolina, LLC	INGEVITY & Design	86748323

<u>Owner</u>	<u>Mark</u>	<u>Application Number</u>
		Reg. No. 5087929
Ingevity South Carolina, LLC	INGEVITY & Design	86748336 Reg. No. 5087930
Ingevity South Carolina, LLC	INGEVITY & Design	86748345 Reg. No. 5087931
Ingevity South Carolina, LLC	INGEVITY	86827644 Reg. No. 5088206
Ingevity South Carolina, LLC	ENVABREAK	86868032 (Abandoned)
Ingevity South Carolina, LLC	ALTASTICK	86868040 Reg. No. 5561481

**SCHEDULE B**

**Trademark Security Agreement recorded April 12, 2018 at Reel/Frame 6358/0375**

**I. Trademarks**

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>
Ingevity South Carolina, LLC	LYTOR	1235559
Ingevity South Carolina, LLC	NOVARES	2059939
Ingevity South Carolina, LLC	TALON	3,636,364
Ingevity South Carolina, LLC	TALON & Design	4,769,182
Ingevity South Carolina, LLC	XPLOR	5,107,345
Ingevity South Carolina, LLC	XTAMIDE	3050283
Ingevity South Carolina, LLC	XTOL	1204200
Ingevity South Carolina, LLC	XTOLUBE	2272772

**II. Trademark Applications**

None.