



Registration of a Charge

Company Name: **BAKELITE SYNTHETICS UK LIMITED**

Company Number: **00867053**



Received for filing in Electronic Format on the: **01/06/2022**

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Details of Charge

Date of creation: **27/05/2022**

Charge code: **0086 7053 0021**

Persons entitled: **GOLDMAN SACHS BANK USA**

Brief description: **SEE SECTION 3.01(A)(VI) (SECURITY INTEREST) OF THE AGREEMENT IN WHICH THE COMPANY GRANTS A SECURITY INTEREST IN ALL RIGHT, TITLE AND INTEREST IN, TO AND UNDER ALL INTELLECTUAL PROPERTY (AS DEFINED IN THE PLEDGE). SUCH AS: U.S. TRADEMARKS/TRADEMARK APPLICATION REGISTRANT TRADEMARK APP. NO. FILING DATE REG. NO. REG. DATE BAKELITE SYNTHETICS UK LIMITED CELLOBOND 301102 16-MAR-1981 1252582 04-OCT-1983 PLEASE ALSO SEE SCHEDULE III (INTELLECTUAL PROPERTY) WITHIN THE AGREEMENT FOR FURTHER DETAILS (THIS SCHEDULE INCLUDES FURTHER CHARGED INTELLECTUAL PROPERTY).**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC**

**COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

NORTON ROSE FULBRIGHT LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 867053

Charge code: 0086 7053 0021

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th May 2022 and created by BAKELITE SYNTHETICS UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st June 2022 .

Given at Companies House, Cardiff on 7th June 2022

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

TERM U.S. PLEDGE AND SECURITY AGREEMENT

dated as of

May 27, 2022,

among

BAKELITE UK HOLDING LTD.,

BAKELITE US HOLDCO, INC.,

the other GRANTORS party hereto

and

GOLDMAN SACHS BANK USA,
as Administrative Agent

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Norton Rose Fulbright LLP

Date: 30 May 2022

[CS&M Ref. No. 4025-239]

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TERM U.S. PLEDGE AND SECURITY AGREEMENT dated as of May 27, 2022 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), among BAKELITE UK HOLDING LTD., a private limited company incorporated in England and Wales with company number 12815027 (the “Company”), BAKELITE US HOLDCO, INC., a Delaware corporation (the “Borrower”), the other GRANTORS from time to time party hereto and GOLDMAN SACHS BANK USA, as Administrative Agent.

Reference is made to the Credit Agreement dated as of May 27, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the Company, Bakelite UK Intermediate Ltd., a private limited company incorporated in England and Wales with company number 12946749 (“Holdings”), the Lenders from time to time party thereto and Goldman Sachs Bank USA, as Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Company and the other Grantors are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Defined Terms. (a) Capitalized terms used in this Agreement (including in the preamble and the introductory paragraph hereto) and not otherwise defined herein have the meanings specified in the Credit Agreement; provided that each term defined in the New York UCC (as defined herein) and not otherwise defined in this Agreement shall have the meaning specified in the New York UCC. The term “instrument” shall have the meaning specified in Article 9 of the New York UCC.

(b) The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 1.02. Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“ABL Administrative Agent” has the meaning assigned to such term in the ABL Intercreditor Agreement.

“ABL Loan Documents” has the meaning assigned to such term in the ABL Intercreditor Agreement.

“ABL Priority Collateral” has the meaning assigned to such term in the ABL Intercreditor Agreement.

“Account Debtor” means any Person that is or may become obligated to any Grantor under, with respect to or on account of an Account or a Payment Intangible.

“Agreement” has the meaning assigned to such term in the preamble hereto.

“Agreement Currency” has the meaning assigned to such term in Section 5.15(b).

“Applicable Creditor” has the meaning assigned to such term in Section 5.15(b).

“Article 9 Collateral” has the meaning assigned to such term in Section 3.01(a).

“Authorized Agent” has the meaning assigned to such term in Section 5.09(e).

“Borrower” has the meaning assigned to such term in the preamble hereto.

“Collateral” means Article 9 Collateral and Pledged Collateral.

“Company” has the meaning assigned to such term in the preamble hereto.

“Copyright License” means any written agreement, now or hereafter in effect, granting to any Person any right under any Copyright now or hereafter owned by any other Person or that such other Person otherwise has the right to license, and all rights of any such Person under any such agreement.

“Copyrights” means, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (a) all copyright rights in any work subject to or protected by the copyright laws of the United States or any other country, supranational authority or any political subdivision of any of the foregoing, whether as author, assignee, transferee or otherwise, (b) all registrations and applications for registration of any such copyright in the United States or any other country, supranational authority or any political subdivision of any of the foregoing, including recordings, supplemental registrations and renewals or extensions in the United States Copyright Office or any similar office in any other country, supranational authority or any political subdivision of any of the foregoing, including, in the case of any Grantor, any of the foregoing set forth under its name on Schedule III, and (c) any other adjacent or other rights related or appurtenant to the foregoing, including moral rights.

“Credit Agreement” has the meaning assigned to such term in the introductory paragraph hereto.

“Designated U.S. Assets” means, with respect to any Foreign Grantor, (a) any Capital Stock in any Domestic Subsidiary directly owned by such Foreign Grantor and (b) any other asset directly owned by such Foreign Grantor (including any right arising under any agreement) where, based on the applicable law of the United States, any state thereof or the District of Columbia or of the jurisdiction of organization, incorporation or formation of such Foreign Grantor, the creation or perfection of a security interest in such Foreign Grantor’s right, title or interest in, to or under such asset is to be determined under the law of the United States, any state thereof or the District of Columbia. It is understood and agreed that any Pledged Capital Stock or Pledged Debt Securities set forth on Schedule II hereto and any Intellectual Property set forth on Schedule III hereto or on any schedule to any U.S. Intellectual Property Security Agreement (or, in each case, any schedule to any Supplement) with respect to any Foreign Loan Party shall constitute a Designated U.S. Asset of such Foreign Grantor.

“Discharge of ABL Obligations” has the meaning assigned to such term in the ABL Intercreditor Agreement.

“Federal Securities Laws” has the meaning assigned to such term in Section 4.04.

“Foreign Grantor” means any Grantor that is not incorporated or organized under the laws of the United States, any State thereof, or the District of Columbia.

“Grantors” means the Company, the Borrower and the other entities identified on Schedule I hereto and each other Person that becomes a party to this Agreement as a Grantor after the Closing Date pursuant to Section 5.14; provided that if a Grantor is released from its obligations as a Grantor hereunder as provided in Section 5.13, such Grantor shall cease to be a Grantor hereunder effective upon such release.

“Holdings” has the meaning assigned to such term in the introductory paragraph hereto.

“Intellectual Property” means, with respect to any Person, all intellectual property rights, industrial property rights and similar property rights of every kind and nature now owned or hereafter acquired or licensed by such Person, including inventions, designs, utility models, Patents, Copyrights, rights granted under Intellectual Property Licenses, Software, Trademarks, domain names, mobile applications, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, and all embodiments or fixations thereof and applications therefor and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing, and all rights to sue and recover damages for past, present and future infringement, misappropriation, dilution or other violation of any of the foregoing.

“Intellectual Property License” means any Patent License, Trademark License, Copyright License, Software License or other license, sublicense or consent agreement related to Intellectual Property to which any Grantor is a party.

“Judgment Currency” has the meaning assigned to such term in Section 5.15(b).

“New York UCC” means the Uniform Commercial Code as from time to time in effect in the State of New York.

“Patent License” means any written agreement, now or hereafter in effect, granting to any Person any right to make, use or sell or otherwise exploit any invention on which a Patent, now or hereafter owned by any other Person or that any other Person now or hereafter otherwise has the right to license, and all rights of any such Person under any such agreement.

“Patents” means, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (a) all letters patent of the United States or the equivalent thereof (including industrial designs) in any other country, supranational authority or any political subdivision of any of the foregoing, all registrations and recordings thereof and all applications for letters patent of the United States or the equivalent thereof (including industrial designs) in any other country, supranational authority or any political subdivision of any of the foregoing, including, in the case of any Grantor, any of the foregoing set forth under its name on Schedule III, and (b) all reissues, continuations, divisionals, continuations-in-part, reexaminations, supplemental examinations, inter partes reviews, renewals, substitutions, adjustments or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, have made, use, offer to use, sell, offer to sell, dispose, offer to dispose of, import or export the inventions disclosed or claimed therein.

“Perfection Certificate” means the Perfection Certificate dated May 27, 2022, delivered to the Administrative Agent pursuant to Section 4.01(a)(ii) of the Credit Agreement.

“Pledged Collateral” has the meaning assigned to such term in Section 2.01.

“Pledged Debt Securities” has the meaning assigned to such term in Section 2.01.

“Pledged Capital Stock” has the meaning assigned to such term in Section 2.01.

“Pledged Securities” means any promissory notes, stock certificates, unit certificates, limited or unlimited liability membership interest certificates, share certificates or other securities now or hereafter included in the Pledged Collateral, including all certificates, instruments or other documents representing or evidencing any Pledged Collateral.

“Quarterly Update Date” means, with respect to any event, the later of (a) the date by which a Compliance Certificate with respect to the Fiscal Quarter in which such event occurs (or the Fiscal Year ending with such Fiscal Quarter) is required to be delivered pursuant to Section 5.01(c) of the Credit Agreement and (b) 60 days after the date on which such event occurs.

“Secured Obligations” means (a) all Obligations, (b) all Banking Services Obligations and (c) all Secured Hedging Obligations; provided that (i) when such term is used in reference to any Subsidiary Grantor, it shall not include any Excluded Swap Obligations and (ii) when such term is used in reference to any Grantor that is a Foreign Grantor, it shall be subject to the limitations, if any, provided in Section 2.07 of the Guarantee Agreement and/or the Supplement to the Guarantee Agreement pursuant to which such Grantor became a party thereto, if and to the extent applicable.

“Secured Parties” means (a) the Lenders, (b) the Administrative Agent, (c) the Common Collateral Agents, (d) each counterparty to a Hedge Agreement the obligations under which constitute Secured Hedging Obligations, (e) each provider of Banking Services the obligations in respect of which constitute Banking Services Obligations, (f) the Arrangers, (g) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document and (h) the successors and assigns of any of the foregoing.

“Security Interest” has the meaning assigned to such term in Section 3.01(a).

“Software” means, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (a) computer programs, applications, systems and code, including software implementations of algorithms, models and methodologies, source code and object code, (b) databases and compilations, including data and collections of data, whether machine-readable or otherwise, (c) development and design tools, library functions and compilers and (d) any cloud storage accounts containing any of the foregoing.

“Software License” means any written agreement, now or hereafter in effect, granting to any Person any right to make, use or sell or otherwise exploit any Software, now or hereafter owned by any other Person or that any other Person now or hereafter otherwise has the right to license, and all rights of any such Person under any such agreement.

“Subsidiary Grantor” means any Grantor that is a Restricted Subsidiary of the Company.

“Supplement” means an instrument in the form of Exhibit A hereto or any other form approved by the Administrative Agent.

“Trademark License” means any written agreement, now or hereafter in effect, granting to any Person any right to use or otherwise exploit any Trademark now or hereafter owned by any other Person or that any other Person now or hereafter otherwise has the right to license, and all rights of any such Person under any such agreement.

“Trademarks” means, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, other source or business identifiers, designs and general intangibles of like nature, 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 similar office in any state of the United States or any other country, supranational authority or any political subdivision of any of the foregoing, all extensions or renewals thereof, and all common law rights related thereto, including, in the case of any Grantor, any of the foregoing set forth under its name on Schedule III, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

“UCC” means the New York UCC; provided that if by reason of mandatory provisions of law, the perfection, the effect of perfection or non-perfection or priority of a security interest is governed by the personal property security laws of any jurisdiction other than New York, the term “UCC” shall mean the Uniform Commercial Code as in effect, at such time, in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for the definitions related to such provisions.

“U.S. Copyright Security Agreement” means the U.S. Copyright Security Agreement substantially in the form of Exhibit C.

“U.S. Intellectual Property Security Agreements” means the U.S. Copyright Security Agreement and the U.S. Patent and Trademark Security Agreement.

“U.S. Patent and Trademark Security Agreement” means the U.S. Patent and Trademark Security Agreement substantially in the form of Exhibit B.

ARTICLE II

Pledge of Securities

SECTION 2.01. Pledge. As security for the payment and performance in full of the Secured Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor’s right, title and interest in, to and under (a) (i) the Capital Stock now owned or at any time hereafter acquired by such Grantor, including that set forth opposite the name of such Grantor on Schedule II, and (ii) all certificates and any other instruments representing all such Capital Stock (the assets under clauses (i) and (ii), collectively, the “Pledged Capital Stock”); provided that Pledged Capital Stock shall not include, in the case of Capital Stock directly owned by any Grantor that is a Foreign Grantor, Capital Stock that does not constitute Designated U.S. Assets; (b) (i) the debt securities now owned or at any time hereafter acquired by such Grantor, including those set forth opposite the name of such Grantor on Schedule II, and (ii) all promissory notes and other instruments evidencing all such debt securities (the assets under clauses (i) and (ii), collectively, the “Pledged Debt Securities”); provided that Pledged Debt Securities shall not include, in the case of any of the assets described in this clause (b) directly owned by any Grantor that is a Foreign Grantor, assets that do not constitute Designated U.S. Assets; (c) all other property that may be delivered to and held by the Administrative Agent (or its designee) pursuant to the terms of this Section 2.01 and Section 2.02; (d) subject to Section 2.06, all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, and all other Proceeds received in respect of, the Pledged Capital Stock and the Pledged Debt Securities; (e) subject to Section 2.06, all rights and privileges of such Grantor with

respect to the securities, instruments and other property referred to in clauses (a), (b), (c) and (d) above; and (f) all Proceeds of any of the foregoing (the items referred to in clauses (a) through (f) above being collectively referred to as the “Pledged Collateral”); provided that if, to the extent and for so long as any of the foregoing assets constitutes an Excluded Asset, the foregoing pledge and security interest shall not attach to, and Pledged Capital Stock, Pledged Debt Securities and Pledged Collateral shall not include, such asset (it being understood that the foregoing pledge and security interest shall immediately attach to, and Pledged Capital Stock, Pledged Debt Securities and Pledged Collateral shall immediately include, any such asset (or any portion thereof) upon such asset (or such portion thereof) ceasing to be an Excluded Asset).

SECTION 2.02. Delivery of the Pledged Collateral. (a) Each Grantor agrees to deliver or cause to be delivered to the Administrative Agent (or its designee) any and all Pledged Securities (i) on the date required by Section 5.15 of the Credit Agreement, in the case of any such Pledged Securities owned by such Grantor on the date hereof, and (ii) on or before the next Quarterly Update Date (or such later date as the Administrative Agent may reasonably agree) (and, in any event, as required under the Credit Agreement), in the case of any such Pledged Securities acquired by such Grantor after the date hereof; provided that no Grantor shall be required to deliver to the Administrative Agent (or its designee) (x) any Pledged Securities representing Capital Stock in any Restricted Subsidiary that is an Immaterial Subsidiary or that is not a Wholly-Owned Subsidiary or (y) any promissory notes or other evidence of Indebtedness in an individual amount of less than \$1,000,000 (or the equivalent thereof in other currencies).

(b) Upon delivery to the Administrative Agent (or its designee), (i) any Pledged Securities shall be accompanied by undated stock or note powers, as applicable, duly executed by the applicable Grantor in blank or other undated instruments of transfer reasonably satisfactory to the Administrative Agent duly executed by the applicable Grantor in blank and by such other instruments and documents as the Administrative Agent may reasonably request and (ii) all other property comprising part of the Pledged Collateral shall be accompanied by undated instruments of transfer duly executed by the applicable Grantor in blank and such other instruments and documents as the Administrative Agent may reasonably request.

SECTION 2.03. Representations and Warranties. The Grantors represent and warrant to the Administrative Agent, for the benefit of the Secured Parties, as of the Closing Date and thereafter as of each other date such representations and warranties are required to be or are deemed to be made pursuant to the Credit Agreement, that:

(a) Schedule II sets forth, as of the date hereof, a true and complete list with respect to each Grantor of (i) all the Pledged Capital Stock owned by such Grantor and the percentage of the issued and outstanding units of each class of the Capital Stock of the issuer thereof represented by such Pledged Capital Stock owned by such Grantor and (ii) all the Pledged Debt Securities owned by such Grantor;

(b) as of the date hereof, with respect to the Pledged Capital Stock and the Pledged Debt Securities issued by Holdings, the Company or any Restricted Subsidiary, such Pledged Capital Stock and Pledged Debt Securities have been duly and validly authorized and issued by the issuers thereof and (i) in the case of such Pledged Capital Stock, are fully paid and nonassessable and (ii) in the case of such Pledged Debt Securities, are legal, valid and binding obligations of the issuers thereof, subject to the Legal Reservations;

(c) each of the Grantors (i) as of the date hereof is, and subject to any transfers or Dispositions made in compliance with the Credit Agreement will continue to be, the direct owner, beneficially and of record, of the Pledged Securities indicated on Schedule II as owned by such Grantor and (ii) will use commercially reasonable efforts to defend its title or interest thereto or therein against any and all Liens (other than the Liens created by this Agreement and the other Loan Documents and other Permitted Liens), however arising, of all Persons whomsoever;

(d) except for restrictions and limitations imposed or permitted by the Loan Documents or imposed by securities laws generally and by applicable local law in the case of Capital Stock in any Foreign Subsidiary, (i) the Pledged Collateral is and will continue to be freely transferable and assignable and (ii) none of the Pledged Collateral is or will be subject to any option, right of first refusal, shareholders agreement, charter or by-law provisions or contractual restriction of any nature that might prohibit, impair, delay or otherwise adversely affect the pledge of such Pledged Collateral hereunder, the sale, transfer or other disposition thereof pursuant hereto or the exercise by the Administrative Agent of rights and remedies hereunder;

(e) each of the Grantors has the power and authority to pledge the Pledged Collateral pledged by it hereunder in the manner hereby done or contemplated;

(f) other than as required under any securities law applicable to the transfer of securities, as of the date hereof, no consent or approval of any Governmental Authority, any securities exchange or any other Person is or will be required for the validity of the pledge effected hereby (other than such as have been obtained and are in full force and effect); and

(g) subject to applicable local law in the case of Capital Stock in any Foreign Subsidiary, by virtue of the execution and delivery by the Grantors of this Agreement, when any Pledged Securities are delivered to the Administrative Agent (or its designee) in accordance with this Agreement, the Administrative Agent will obtain a legal, valid and perfected first priority lien upon and security interest in such Pledged Securities (subject to Permitted Liens), as security for the payment and performance of the Secured Obligations.

SECTION 2.04. Certification of Limited Liability Company and Limited Partnership Interests. Subject to applicable local law in the case of Capital Stock in any Foreign Subsidiary, each Grantor acknowledges and agrees that (a) to the extent any interest in any limited liability company, exempted company or limited partnership controlled now or in the future by such Grantor (or by such Grantor and one or more other Loan Parties) and pledged hereunder is a “security” within the meaning of Article 8 of the UCC and is governed by Article 8 of the UCC, such interest shall be certificated, and such certificates shall be delivered to the Administrative Agent (or its designee) in accordance with Section 2.02(a), and (b) each such interest shall at all times hereafter continue to be such a security and represented by such certificate. Each Grantor further acknowledges and agrees that with respect to any interest in any limited liability company, exempted company or limited partnership controlled now or in the future by such Grantor (or by such Grantor and one or more other Loan Parties) and pledged hereunder that is not a “security” within the meaning of Article 8 of the New York UCC, the terms of such interest shall at no time provide that such interest is a “security” within the meaning of Article 8 of the UCC, nor shall such interest be represented by a certificate, unless such Grantor provides prior written notification to the Administrative Agent that the terms of such interest so provide that such interest is a “security” within the meaning of Article 8 of the UCC and such interest is thereafter represented by a certificate, and such certificate shall be delivered to the Administrative Agent (or its designee) in accordance with Section 2.02(a).

SECTION 2.05. Registration in Nominee Name; Denominations. The Administrative Agent, on behalf of the Secured Parties, shall have the right (in its discretion) to hold the Pledged Securities in the name of the applicable Grantor, endorsed or assigned in blank or in favor of the Administrative Agent or, if an Event of Default shall have occurred and be continuing, in its own name as pledgee, or in the name of its nominee (as pledgee, or as sub-agent). If an Event of Default shall have occurred and be continuing, the Administrative Agent shall at all times have the right to exchange the certificates representing Pledged Securities for certificates of smaller or larger denominations for any purpose consistent with this Agreement.

SECTION 2.06. Voting Rights; Dividends and Interest. (a) Unless and until an Event of Default shall have occurred and be continuing and, other than in the case of an Event of Default under Section 7.01(f) or 7.01(g) of the Credit Agreement, the Administrative Agent shall have notified the Grantors that their rights under this Section 2.06 are being suspended:

(i) each Grantor shall be entitled to exercise any and all voting and/or other consensual rights and powers inuring to an owner of Pledged Collateral or any part thereof for any purpose not inconsistent with the terms of this Agreement, the Credit Agreement and the other Loan Documents; provided however that no Grantor shall in any event exercise such rights in any manner which would reasonably be expected to have a Material Adverse Effect;

(ii) the Administrative Agent shall be deemed without further action to have granted to each Grantor all necessary consents relating to voting rights and shall if necessary (upon the written request of any Grantor and at the cost and expense of the Grantors) promptly execute and deliver to each Grantor, or cause to be promptly executed and delivered to such Grantor, all such proxies, powers of attorney and other instruments as such Grantor may reasonably request for the purpose of enabling such Grantor to exercise the voting and/or consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section; and

(iii) each Grantor shall be entitled to receive and retain any and all dividends, interest, principal and other distributions paid on or distributed in respect of the Pledged Collateral to the extent and only to the extent that such dividends, interest, principal and other distributions are permitted by, and are otherwise paid or distributed in accordance with, the terms and conditions of the Credit Agreement, the other Loan Documents and applicable laws; provided that any noncash dividends, interest, principal or other distributions that would constitute Pledged Capital Stock or Pledged Debt Securities, whether resulting from a subdivision, combination or reclassification of the outstanding Capital Stock of the issuer of any Pledged Securities or received in exchange for Pledged Securities or any part thereof, or in redemption thereof, or as a result of any merger, consolidation, amalgamation, acquisition or other exchange of assets to which such issuer may be a party or otherwise, shall be and become part of the Pledged Collateral and, if received by any Grantor and required to be delivered to the Administrative Agent (or its designee) hereunder, shall not be commingled by such Grantor with any of its other funds or property but shall be held separate and apart therefrom, shall be held in trust for the benefit of the Administrative Agent and the other Secured Parties and shall be delivered to the Administrative Agent (or its designee) in accordance with Section 2.02 in the same form as so received (with any endorsements, stock or note powers and other instruments of transfer reasonably requested by the Administrative Agent).

(b) Upon the occurrence and during the continuance of an Event of Default and, other than in the case of an Event of Default under Section 7.01(f) or 7.01(g) of the Credit Agreement, after the Administrative Agent shall have notified the Grantors of the suspension of their rights under paragraph (a)(iii) of this Section 2.06, all rights of any Grantor to dividends, interest, principal or other distributions that such Grantor is authorized to receive pursuant to paragraph (a)(iii) of this Section 2.06 shall cease, and all such rights shall thereupon become, subject to the rights of the ABL Administrative Agent under the ABL Intercreditor Agreement, vested in the Administrative Agent, which shall have the sole and exclusive right and authority to receive and retain such dividends, interest, principal or other distributions. All dividends, interest, principal or other distributions received by any Grantor contrary to the provisions of this Section 2.06 shall be held in trust for the benefit of the Administrative Agent and the other Secured Parties, shall be segregated from other property or funds of such Grantor and shall promptly (but in any event within five Business Days after receipt thereof) be delivered to the Administrative Agent (or its designee) upon demand in the same form as so received (with any endorsements, stock or note powers and other instruments of transfer reasonably requested by the Administrative Agent). Any and all money and

other property paid over to or received by the Administrative Agent pursuant to the provisions of this paragraph (b) shall be retained by the Administrative Agent, shall be held as security for the payment and performance of the Secured Obligations and shall be applied in accordance with the provisions of Section 4.02. After all Events of Default have been cured or waived and the Company has delivered to the Administrative Agent a certificate of a Responsible Officer of the Company to that effect, the Administrative Agent shall promptly repay (or cause to be repaid) to each Grantor (without interest) all dividends, interest, principal or other distributions that such Grantor would otherwise be permitted to retain pursuant to the terms of paragraph (a)(iii) of this Section 2.06 and that remain in such account.

(c) Upon the occurrence and during the continuance of an Event of Default and, other than in the case of an Event of Default under Section 7.01(f) or 7.01(g) of the Credit Agreement, after the Administrative Agent shall have notified the Grantors of the suspension of their rights under paragraph (a)(i) of this Section 2.06, all rights of any Grantor to exercise the voting and consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section 2.06 (including the right to consent to the admission of any Person as a member of any limited liability company that is an issuer of Pledged Collateral), and the obligations of the Administrative Agent under paragraph (a)(ii) of this Section 2.06, shall cease, and all such rights shall thereupon become, subject to the rights of the ABL Administrative Agent under the ABL Intercreditor Agreement, vested in the Administrative Agent, which shall have the sole and exclusive right and authority to exercise such voting and consensual rights and powers; provided that the Administrative Agent shall have the right from time to time following and during the continuance of an Event of Default to permit the Grantors to exercise such rights. After all Events of Default have been cured or waived and the Company has delivered to the Administrative Agent a certificate of a Responsible Officer of the Company to that effect, all rights vested in the Administrative Agent pursuant to this paragraph (c) shall cease, and the Grantors shall have the exclusive right to exercise the voting and consensual rights and powers they would otherwise be entitled to exercise pursuant to paragraph (a)(i) of this Section 2.06, and the obligations of the Administrative Agent under paragraph (a)(ii) of this Section 2.06 shall be in effect.

(d) Any notice given by the Administrative Agent to the Grantors suspending their rights under paragraph (a) of this Section 2.06(i) may be given by telephone if promptly confirmed in writing, (ii) may be given with respect to one or more of the Grantors at the same or different times and (iii) may suspend the rights and powers of the Grantors under paragraph (a)(i) or paragraph (a)(iii) in part without suspending all such rights or powers (as specified by the Administrative Agent in its sole and absolute discretion) and without waiving or otherwise affecting the Administrative Agent's right to give additional notices from time to time suspending other rights and powers so long as an Event of Default has occurred and is continuing.

ARTICLE III

Security Interests in Personal Property

SECTION 3.01. Security Interest. (a) As security for the payment and performance in full of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all right, title and interest in, to and under any and all of the following assets, wherever located and whether now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Article 9 Collateral"):

(i) all Accounts;

(ii) all Chattel Paper;

(iii) all cash, cash equivalents and Deposit Accounts;

(iv) all Documents;

(v) all Equipment;

(vi) all General Intangibles, including all Intellectual Property;

(vii) all Inventory;

(viii) all other Goods;

(ix) all Instruments;

(x) all Investment Property;

(xi) all Letter-of-Credit Rights;

(xii) all Fixtures;

(xiii) all books and records pertaining to the Article 9 Collateral; and

(xiv) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided that (A) if, to the extent and for so long as any asset is an Excluded Asset, the Security Interest shall not attach to, and Article 9 Collateral shall not include, such asset (it being understood that the Security Interest shall immediately attach to, and Article 9 Collateral shall immediately include, any such asset (or any portion thereof) upon such asset (or such portion thereof) ceasing to be an Excluded Asset) and (B) in the case of any Grantor that is a Foreign Grantor, the Security Interest granted under this Section 3.01(a) and Article 9 Collateral shall be limited to the Designated U.S. Assets.

(b) Each Grantor hereby irrevocably authorizes the Administrative Agent (or its designee) at any time on and after the Closing Date (but in no event prior to the Closing Date) and from time to time thereafter to file in any relevant jurisdiction any financing statements (including fixture filings) with respect to the Article 9 Collateral or any part thereof and amendments thereto that (i) describe the collateral covered thereby in any manner that the Administrative Agent reasonably determines is necessary or advisable to ensure the perfection of the security interest in the Article 9 Collateral granted under this Agreement, including indicating the Collateral as “all assets whether now owned or hereafter acquired” of such Grantor or words of similar effect, and (ii) contain the information required by Article 9 of the Uniform Commercial Code or the analogous legislation of each applicable jurisdiction for the filing of any financing statement or amendment, including (A) in the case of a financing statement filed as a fixture filing, a sufficient description of the real property to which such Article 9 Collateral relates and (B) whether such Grantor is an organization and the type of organization. Each Grantor agrees to provide the information required for any such filing to the Administrative Agent promptly upon request.

The Administrative Agent (or its designee) is further authorized by each Grantor to file with the United States Patent and Trademark Office or the United States Copyright Office (or any successor office or any similar office in any other country) such documents as may be reasonably necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest

granted by such Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Administrative Agent as secured party.

(c) The Security Interest and the security interest granted pursuant to Article II are granted as security only and shall not subject the Administrative Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

SECTION 3.02. Representations and Warranties. The Grantors represent and warrant to the Administrative Agent, for the benefit of the Secured Parties, as of the Closing Date and thereafter as of each other date such representations and warranties are required to be or are deemed to be made pursuant to the Credit Agreement, that:

(a) Each Grantor has good and valid rights in and title to the Article 9 Collateral with respect to which it has purported to grant the Security Interest, except for Permitted Liens and except where the failure to have such rights and title would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and has full power and authority to grant to the Administrative Agent the Security Interest in such Article 9 Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval that has been obtained and except to the extent that failure to obtain such consent or approval, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

(b) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein, including the exact legal name and jurisdiction of organization, incorporation or formation of each Grantor, is correct and complete in all material respects as of the date hereof. The Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations prepared by the Administrative Agent (or its designee) based upon the information provided to the Administrative Agent in the Perfection Certificate for filing in each governmental, municipal or other office specified in Schedules 2(a) and 2(b) to the Perfection Certificate (or specified by notice from the Company to the Administrative Agent after the date hereof in the case of filings, recordings or registrations required by Section 5.01(h) or 5.12 of the Credit Agreement), are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office or the United States Copyright Office in order to perfect the Security Interest in Article 9 Collateral consisting of United States issued Patents (and Patents for which United States applications for registration are pending), United States registered Trademarks (and Trademarks for which United States applications for registration are pending), United States registered Copyrights (and Copyrights for which United States applications for registration are pending) and United States exclusive Copyright Licenses with respect to United States registered Copyrights (and Copyrights for which United States applications for registration are pending), as of the date hereof) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Administrative Agent (for the benefit of the Secured Parties) in respect of all Article 9 Collateral in which the Security Interest may be perfected by filing, recording or registration of UCC financing statements or filing, recording or registration in the United States Patent and Trademark Office or the United States Copyright Office, and no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary with respect to any such Article 9 Collateral in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements. A U.S. Copyright Security Agreement and a U.S. Patent and Trademark Security Agreement, in each case containing a description of the Article 9 Collateral consisting of United States issued Patents (and Patents for which United States applications for registration are pending), United States registered Trademarks (and Trademarks for which United States applications for registration are pending), United States registered Copyrights (and Copyrights for which United States applications for registration are pending) and United States exclusive Copyright Licenses with respect to

United States registered Copyrights (and Copyrights for which United States applications for registration are pending), as applicable, as of the date hereof, and executed by each Grantor owning any such Article 9 Collateral, have been delivered to the Administrative Agent for recording with the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Administrative Agent (for the benefit of the Secured Parties) in respect of all Article 9 Collateral consisting of United States Patents, United States Trademarks, United States Copyrights and United States exclusive Copyright Licenses in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary with respect to any such Article 9 Collateral (other than such actions as are necessary to perfect the Security Interest with respect to any Article 9 Collateral consisting of United States Patents, United States Trademarks, United States Copyrights and United States exclusive Copyright Licenses (or registration or recordation or application for registration or recordation thereof) acquired or developed after the date hereof).

(c) The Security Interest constitutes (i) a legal and valid security interest in all the Article 9 Collateral securing the payment and performance of the Secured Obligations, (ii) subject to the filings described in Section 3.02(b), a perfected security interest in all Article 9 Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions and (iii) subject to the filings described in Section 3.02(b), a security interest that shall be perfected in all Article 9 Collateral in which a security interest may be perfected upon the receipt and recording of the applicable U.S. Intellectual Property Security Agreement with the United States Patent and Trademark Office or the United States Copyright Office, as applicable. The Security Interest is and shall be prior to any other Lien on any of the Article 9 Collateral, other than Permitted Liens.

(d) Schedule III sets forth, as of the date hereof, a true and complete list, with respect to each Grantor (in the case of Grantors that are Foreign Grantors, only to the extent constituting Designated U.S. Assets), of (i) all issued Patents, and Patents for which applications are pending, (ii) all registered Copyrights, and Copyrights for which registration applications are pending, (iii) all exclusive Copyright Licenses under which such Grantor is a licensee with respect to registered Copyrights (and Copyrights for which applications for registration are pending) and (iv) all registered Trademarks, and Trademarks for which registration applications are pending, in each case (A) registered with or applied for in the U.S. Patent and Trademark Office, the U.S. Copyright Office and/or the applicable United Kingdom, Germany or European Union government office and (B) specifying, true and completely, the name of the registered owner (or, if not registered, the owner), title, type, registration or application number (if applicable), expiration date, filing date or issuance date (if applicable), jurisdiction of filing or issuance (if applicable), and, in the case of Copyright Licenses, a brief description thereof, including the licensee and licensor.

SECTION 3.03. Covenants. (a) Each Grantor shall, at its own expense, take any and all commercially reasonable actions necessary to defend title to the Article 9 Collateral against all Persons, except with respect to Article 9 Collateral that such Grantor determines in its good faith business judgment is no longer necessary or beneficial to the conduct of such Grantor's business as now conducted and as proposed to be conducted, and to defend the Security Interest of the Administrative Agent in Article 9 Collateral and the priority thereof against any Lien that is not a Permitted Lien, subject to the rights of such Grantor under Article 8 of the Credit Agreement and Section 9.21 of the Credit Agreement and corresponding provisions of the Collateral Documents to obtain a release of the Liens created under the Collateral Documents.

(b) Each Grantor agrees, at its own expense, to file or cause to be filed such Uniform Commercial Code financing statements (including fixture filings, as applicable) and such filings with the United States Patent and Trademark Office and the United States Copyright Office (and, in each case, such continuations thereof or amendments thereto) as, in each case, shall be necessary for the Security Interest and other Liens created hereby to be established as a legal, valid and perfected security interest in favor of the Administrative Agent (for the benefit of the Secured Parties) on the date hereof and at all times hereafter, to the extent perfection of the Security Interests or such other Liens may be obtained by filing Uniform Commercial Code financing statements (including fixture filings) (or continuations thereof or amendments thereto) or by making such filings with the United States Patent and Trademark Office or the United States Copyright Office. Furthermore, each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments, financing statements, agreements and documents and take all such other actions as the Administrative Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and Taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing and recording of any financing statements (including fixture filings) or other documents in connection herewith or therewith. Each Grantor will provide to the Administrative Agent, from time to time upon request, evidence reasonably satisfactory to the Administrative Agent as to the perfection and priority of the Liens created or intended to be created pursuant to this Agreement.

(c) Subject to the limitation on inspection rights and reimbursement obligations in the Credit Agreement, the Administrative Agent and such Persons as the Administrative Agent may reasonably designate shall have the right, at the Grantors' own cost and expense, to inspect the Article 9 Collateral, all records related thereto (and to make extracts and copies from such records), and the premises (whether physical or intangible) upon which any of the Article 9 Collateral is located and to verify under reasonable procedures the identity, validity, amount, quality, quantity, value, condition, location and status of, or any other matter relating to, the Article 9 Collateral, including, in the case of Accounts or Payment Intangibles or Article 9 Collateral in the possession of any third party, by contacting Account Debtors or the third party possessing such Article 9 Collateral for the purpose of making such a verification; provided, however that the Administrative Agent agrees not to exercise any right to contact any Account Debtors or third parties to make any such verification unless an Event of Default has occurred and is continuing. The Administrative Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party (it being acknowledged that both the Administrative Agent and such Secured Party may be subject to confidentiality obligations with respect to such information, including pursuant to Section 9.13 of the Credit Agreement).

(d) At its option, after the occurrence and during the continuance of an Event of Default, the Administrative Agent may (but shall have no obligation to) discharge past due Taxes, assessments, charges, fees and Liens at any time levied or placed on the Article 9 Collateral that are not permitted by the Credit Agreement, and may pay for the maintenance and preservation of the Article 9 Collateral to the extent any Grantor fails to do so as required by the Credit Agreement, this Agreement or the other Loan Documents, and each Grantor, jointly and severally, agrees to reimburse the Administrative Agent on demand for any payment made or any expense incurred by the Administrative Agent pursuant to the foregoing authorization; provided that nothing in this paragraph shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Administrative Agent or any other Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to Taxes, assessments, charges, fees or Liens and maintenance as set forth herein or in the other Loan Documents.

(e) Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Article 9 Collateral, all in accordance with the terms and conditions thereof, to the same extent as if this

Agreement had not been executed and delivered, and each Grantor, jointly and severally, agrees to indemnify and hold harmless the Administrative Agent and the Secured Parties from and against any and all liability for such performance.

(f) Unless and until the Administrative Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Article 9 Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use, transfer and dispose of the Article 9 Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement and the other Loan Documents.

(g) None of the Grantors will, without the Administrative Agent's prior written consent, grant any extension of the time of payment of any Accounts or Payment Intangibles included in the Article 9 Collateral, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any Person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, compromises, settlements, releases, credits or discounts granted or made by such Grantor in accordance with such Grantor's reasonable business judgment.

(h) The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to their assets in accordance with the requirements set forth in Section 5.05 of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Administrative Agent (and all officers, employees or agents designated by the Administrative Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, exercisable solely upon the occurrence and during the continuance of an Event of Default and subject to the ABL Intercreditor Agreement, of making, settling and adjusting claims in respect of Article 9 Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Administrative Agent may (but shall have no obligation to), without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, after the occurrence and during the continuance of an Event of Default, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Administrative Agent deems advisable. All sums disbursed by the Administrative Agent in connection with this paragraph, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable by the Grantors to the Administrative Agent within 30 days of receipt by the Company of an invoice setting forth such expenses in reasonable detail and shall be additional Secured Obligations secured hereby.

SECTION 3.04. Covenants Regarding Instruments. Without limiting each Grantor's obligations under Article II, each Grantor agrees, if such Grantor shall at any time hold or acquire any Instruments (other than Instruments with a face amount of less than \$1,000,000 or that constitute an Excluded Asset), such Grantor shall, at its own expense and subject to the ABL Intercreditor Agreement, endorse, assign and deliver the same to the Administrative Agent (or its designee) (a) on the date required by Section 5.15 of the Credit Agreement, in the case of any such Instruments owned by such Grantor on the date hereof, and (b) otherwise, on or before the Quarterly Update Date following the acquisition of any such Instruments (or such later date as the Administrative Agent may reasonably agree), in each case accompanied by such instruments of transfer or assignment duly executed in blank as the Administrative Agent may from time to time reasonably request.

SECTION 3.05. Covenants Regarding Intellectual Property Collateral. (a) Each Grantor agrees to use commercially reasonable efforts to cooperate with the Administrative Agent and the Lenders

in their efforts to preserve the existence, accuracy, completeness, maintenance, operation and availability of such Intellectual Property in the form and manner used by the Company and its Restricted Subsidiaries to conduct their business, except as permitted by the Credit Agreement.

(b) Upon the occurrence and during the continuance of an Event of Default, each Grantor shall, upon request of the Administrative Agent, use its commercially reasonable efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License or any other Intellectual Property License under which such Grantor is a licensee, in each case, that is included in the Article 9 Collateral, to effect the assignment of all such Grantor's right, title and interest thereunder to the Administrative Agent or its designee.

ARTICLE IV

Remedies

SECTION 4.01. Remedies upon Default. Upon the occurrence and during the continuance of an Event of Default, subject to the ABL Intercreditor Agreement, each Grantor agrees to, upon the demand of the Administrative Agent, assemble each item of Collateral or any part thereof and make it available to the Administrative Agent at a place and time to be designated by the Administrative Agent. It is agreed that upon the occurrence and during the continuance of an Event of Default, subject to the ABL Intercreditor Agreement, the Administrative Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Article 9 Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained) of any of or all such Article 9 Collateral by the applicable Grantors to the Administrative Agent, or, with respect to Intellectual Property that is owned by a Grantor, to license or sublicense, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any such Article 9 Collateral throughout the world on such terms and conditions and in such manner as the Administrative Agent shall determine, and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Article 9 Collateral and without liability for trespass to enter any premises where the Article 9 Collateral may be located for the purpose of taking possession of or removing the Article 9 Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have the right, subject to the mandatory requirements of applicable law and subject to the ABL Intercreditor Agreement, to sell or otherwise dispose of all or any part of the Collateral at a public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Administrative Agent shall deem appropriate. The Administrative Agent shall be authorized, subject to the ABL Intercreditor Agreement, at any such sale of securities (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to Persons that will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Administrative Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any sale of Collateral shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal that such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Administrative Agent shall give the applicable Grantors 10 days' prior written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611 of the New York UCC or its equivalent in other jurisdictions) of the Administrative Agent's intention to make any sale of

Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Administrative Agent may fix and state in the notice (if any) of such sale. At any such sale, but only during the continuance of an Event of Default, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Administrative Agent may (in its sole and absolute discretion) determine. The Administrative Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Administrative Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Administrative Agent until the sale price is paid by the purchaser or purchasers thereof, but the Administrative Agent and the other Secured Parties shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof that is entered into during the continuance of an Event of Default shall be treated as a sale thereof; the Administrative Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Administrative Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Secured Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Administrative Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 4.01 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-610(b) of the New York UCC or its equivalent in other jurisdictions. For the avoidance of doubt, after all Events of Default have been cured or waived and the Company has delivered to the Administrative Agent a certificate of a Responsible Officer of the Company to that effect, all rights vested in the Administrative Agent pursuant to this Article IV shall cease.

Each Loan Party irrevocably consents (a) to the transfer of any Pledged Collateral constituting Capital Stock by the Administrative Agent to any Person as a result of any exercise of remedies by the Administrative Agent hereunder, and agrees that notwithstanding anything to the contrary in the Organizational Documents of any issuer of such Capital Stock, such transfer shall be permitted under such Organizational Documents, and (b) to the admission of any Person that acquires, as a result of any exercise of remedies by the Administrative Agent hereunder, any Pledged Collateral constituting Capital Stock issued by a limited liability company as a member of such limited liability company.

SECTION 4.02. Application of Proceeds. Subject in all respects to the provisions of each applicable Intercreditor Agreement, the Administrative Agent shall apply all proceeds of any collection, sale, foreclosure or other realization upon any Collateral, including any Collateral consisting of cash, in accordance with Section 2.16(b) of the Credit Agreement. Upon any sale of Collateral by the Administrative Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Administrative Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Administrative Agent or such officer or be answerable in any way for the misapplication thereof. The Grantors shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay

all Secured Obligations, including any attorneys' fees and other expenses incurred by Administrative Agent or any other Secured Party to collect such deficiency.

SECTION 4.03. Grant of License to Use Intellectual Property. For the purpose of enabling the Administrative Agent to exercise rights and remedies under this Agreement at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor, to the extent it is able to do so without breaching the terms of any contract to which such Grantor is a party and without breaching applicable law, hereby grants to the Administrative Agent, to the extent of such Grantor's rights and effective only during the continuance of an Event of Default, an irrevocable nonexclusive license (exercisable without payment of royalty or other compensation to the Grantors, but subject, in the case of Trademarks, to sufficient rights to quality control and inspection in favor of such Grantor to avoid the risk of invalidation of such Trademarks), to exploit, license or sublicense any of the Article 9 Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation, printout, display, transfer, disclosure, processing or sharing thereof and the usernames, passwords and related information required to access the foregoing, the right to prosecute and maintain all Intellectual Property and the right to sue for infringement of the Intellectual Property. Upon the occurrence and during the continuance of an Event of Default, each Grantor further agrees to cooperate with the Administrative Agent in any attempt to prosecute or maintain such Intellectual Property or sue for infringement of such Intellectual Property. The use of such license by the Administrative Agent may be exercised, at the option of the Administrative Agent, only upon the occurrence and during the continuation of an Event of Default and subject to the ABL Intercreditor Agreement; provided that any license, sublicense or other transaction entered into by the Administrative Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure or waivers of an Event of Default. Each Grantor irrevocably agrees that, upon the occurrence and during the continuance of an Event of Default, subject to the ABL Intercreditor Agreement, the Administrative Agent may sell any of such Grantor's Inventory directly to any Person, including Persons that have previously purchased the Grantor's Inventory from such Grantor, and in connection with any such sale or other enforcement of the Administrative Agent's rights under this Agreement, may sell Inventory that bears any Trademark owned by or licensed to such Grantor and any Inventory that is covered by any Copyright owned by or licensed to such Grantor, and the Administrative Agent may finish any work in process and affix any Trademark owned by or licensed to such Grantor and sell such Inventory as provided herein.

SECTION 4.04. Securities Act. In view of the position of the Grantors in relation to the Pledged Collateral, or because of other current or future circumstances, a question may arise under the Securities Act of 1933 as now or hereafter in effect or any similar statute hereafter enacted analogous in purpose or effect (such Act and any such similar statute as from time to time in effect being called the "Federal Securities Laws") with respect to any disposition of the Pledged Collateral permitted hereunder. Each Grantor understands that compliance with the Federal Securities Laws might very strictly limit the course of conduct of the Administrative Agent if the Administrative Agent were to attempt to dispose of all or any part of the Pledged Collateral, and might also limit the extent to which or the manner in which any subsequent transferee of any Pledged Collateral could dispose of the same. Similarly, there may be other legal restrictions or limitations affecting the Administrative Agent in any attempt to dispose of all or part of the Pledged Collateral under applicable "blue sky" or other state securities laws or similar laws analogous in purpose or effect. Each Grantor recognizes that in light of such restrictions and limitations the Administrative Agent may, with respect to any sale of the Pledged Collateral, and shall be authorized to, limit the purchasers to those who will agree, among other things, to acquire such Pledged Collateral for their own account for investment, and not with a view to the distribution or resale thereof, and upon consummation of any such sale may assign, transfer and deliver to the purchaser or purchasers thereof the Pledged Collateral so sold. Each Grantor acknowledges and agrees that in light of such restrictions and

limitations, the Administrative Agent, in its sole and absolute discretion, (a) may proceed to make such a sale whether or not a registration statement for the purpose of registering such Pledged Collateral or part thereof shall have been filed under the Federal Securities Laws or, to the extent applicable, “blue sky” or other state securities laws and (b) may approach and negotiate with a limited number of potential purchasers (including a single potential purchaser) to effect such sale. Each Grantor acknowledges and agrees that any such sale might result in prices and other terms less favorable to the seller than if such sale were a public sale without such restrictions. In the event of any such sale, the Administrative Agent shall incur no responsibility or liability for selling all or any part of the Pledged Collateral at a price that the Administrative Agent, in its sole and absolute discretion, may in good faith deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might have been realized if the sale were deferred until after registration as aforesaid or if more than a limited number of potential purchasers (or a single purchaser) were approached. The provisions of this Section 4.04 will apply notwithstanding the existence of a public or private market upon which the quotations or sales prices may exceed substantially the price at which the Administrative Agent sells.

ARTICLE V

Miscellaneous

SECTION 5.01. Notices. All notices and other communications hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Grantor (other than the Borrower) shall be, subject to Section 5.09(e) hereof, given to it in care of the Borrower as provided in Section 9.01 of the Credit Agreement.

SECTION 5.02. Waivers; Amendment. (a) No failure or delay by the Administrative Agent or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof except as expressly provided herein or in any other Loan Document, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent and the Lenders hereunder and under any other Loan Document are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Grantor herefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which it is given. Without limiting the generality of the foregoing, neither the execution and delivery of this Agreement nor the making of any Loan shall be construed as a waiver of any Default or Event of Default, regardless of whether the Administrative Agent or any Lender may have had notice or knowledge of such Default or Event of Default at the time. Notwithstanding anything herein to the contrary, no sale, assignment, novation, transfer or delegation by any Lender of any of its rights or obligations under the Credit Agreement or any other Loan Document shall, or shall be deemed to, extinguish any of the rights, benefits or privileges afforded by any Grantor created hereunder for the benefit of such Lender in relation to such of its rights or obligations, and all such rights, benefits and privileges shall continue to accrue, to the full extent thereof, for the benefit of the assignee, transferee or delegee of such Lender in connection with each such sale, assignment, novation, transfer and delegation. No notice or demand on any Grantor in any case shall entitle any Grantor to any other or further notice or demand in similar or other circumstances.

(b) Except as provided in Section 5.13 or 5.14 hereof, neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Grantor or Grantors with respect to which such

waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.02 of the Credit Agreement.

(c) This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Loan Party and without affecting the obligations of any other Grantor hereunder.

SECTION 5.03. Expenses; Indemnity; Limitation of Liability. (a) Each Subsidiary Grantor that is not a party to the Credit Agreement, jointly with each other Grantor and severally, agrees to reimburse the Administrative Agent for its expenses incurred hereunder as provided in Section 9.03(a) of the Credit Agreement as if the first reference in such Section to “Holdings, the Company and the Borrower” were a reference to such Subsidiary Grantor and with the same force and effect as if such Subsidiary Grantor were a party to the Credit Agreement.

(b) Each Subsidiary Grantor that is not a party to the Credit Agreement, jointly with each other Grantor and severally, agrees to indemnify and hold harmless each Indemnitee as provided in Section 9.03(b) of the Credit Agreement as if the first reference in such Section to “Holdings, the Company and the Borrower” were a reference to such Subsidiary Grantor and with the same force and effect as if such Subsidiary Grantor were a party to the Credit Agreement.

(c) Any amounts payable as provided in paragraph (a) or (b) of this Section shall be additional Secured Obligations guaranteed by the Guarantee Agreement and secured hereby and by the other Collateral Documents. All amounts due under paragraph (a) or (b) of this Section by any Subsidiary Grantor shall be payable by such Subsidiary Grantor in accordance with the last sentence of Section 9.03(a) or the penultimate sentence of Section 9.03(b) of the Credit Agreement, as applicable, as if the reference therein to “Holdings, the Company or the Borrower” were a reference to such Subsidiary Grantor.

(d) To the extent permitted by applicable law, (i) no party to this Agreement shall assert, and each hereby waives, any Liabilities against any other party hereto or, in the case of the Loan Parties, against any Lender-Related Person and, in each case, against any Related Party of any of the foregoing, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or the use of the proceeds thereof, except, in the case of any claim by any Indemnitee against any Grantor, to the extent such damages would otherwise be subject to indemnification pursuant to the terms of paragraph (b) of this Section or any similar indemnification provision of any other Loan Document and (ii) the Grantors shall not assert, and each Grantor hereby waives, any claim against any Lender-Related Person, on any theory of liability, for any Liabilities arising from the use by others of any information or other materials (including any personal data) obtained through an Electronic System or other information transmission systems (including electronic telecommunications) in connection with this Agreement or any other Loan Document, unless determined by a court of competent jurisdiction in a final and non-appealable judgment to have resulted from the bad faith, gross negligence or willful misconduct of or breach of the Loan Documents by such Lender-Related Person or its Related Parties.

(e) BY ACCEPTING THE BENEFITS OF THIS AGREEMENT AND THE SECURITY INTERESTS CREATED HEREBY, EACH SUBSIDIARY GRANTOR AND EACH SECURED PARTY SHALL BE DEEMED TO HAVE ACKNOWLEDGED THE PROVISIONS OF ARTICLE 8 AND SECTION 9.03 OF THE CREDIT AGREEMENT, AND AGREED TO BE BOUND BY SUCH PROVISIONS AS FULLY AS IF THEY WERE SET FORTH HEREIN.

SECTION 5.04. Successors and Assigns. No Grantor shall have the right to assign or otherwise transfer any of its rights or obligations hereunder or any interest herein (and any attempted assignment or transfer by any Grantor shall be null and void), except as expressly provided in this Agreement and the Credit Agreement. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Administrative Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 5.05. Survival. All covenants, agreements, representations and warranties made by the Grantors in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to the Loan Documents shall be considered to have been relied upon by the Administrative Agent and the Lenders and shall survive the execution and delivery of this Agreement and the other Loan Documents and the making of any Loan, regardless of any investigation made by any such Person or on its behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default or Event of Default or incorrect representation or warranty at the time any credit is extended under the Credit Agreement, and shall continue in full force and effect until the Termination Date. The provisions of Sections 5.03 and 5.15 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated by the Loan Documents, the repayment of the Loans, the expiration or termination of the Commitments, the occurrence of the Termination Date, the termination of this Agreement or any provision hereof or the resignation of the Administrative Agent, but, in each case, subject to the limitations set forth in this Agreement.

SECTION 5.06. Counterparts; Effectiveness; Electronic Execution. (a) This Agreement may be executed in 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. This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon such Grantor and the Administrative Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Grantor, the Administrative Agent and the other Secured Parties and their respective successors and assigns.

(b) Delivery of an executed counterpart of a signature page of this Agreement, any other Loan Document or any Ancillary Document that is an Electronic Signature transmitted by facsimile, emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Loan Document or such Ancillary Document, as applicable. The words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to this Agreement, any other Loan Document or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by facsimile, emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided further that without limiting the foregoing, to the extent the Administrative Agent has agreed to accept any Electronic Signature, the Administrative Agent and each of the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of any Grantor without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, each Grantor hereby (w) agrees that, for all purposes, including in connection

with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders and the Grantors, Electronic Signatures transmitted by facsimile, emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page or any electronic images of this Agreement, any other Loan Document or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (x) acknowledges that the Administrative Agent and each Lender may, at its option, create one or more copies of this Agreement, any other Loan Document or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (y) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Loan Document or such Ancillary Document, including with respect to any signature pages thereto, and (z) waives any claim against any Lender-Related Person for any Liabilities arising solely from the Administrative Agent's or any Lender's reliance on or use of Electronic Signatures or transmissions by facsimile, emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page, including any Liabilities arising as a result of the failure of any Grantor to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

SECTION 5.07. Severability. To the extent permitted by applicable law, any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof, and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions.

SECTION 5.08. Right of Set-off. At any time when an Event of Default exists, the Administrative Agent and, subject to the prior written consent of the Administrative Agent, each Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations (in any currency) at any time owing by the Administrative Agent or such Lender, to or for the credit or the account of any Grantor against any and all of the Obligations held by the Administrative Agent or such Lender, irrespective of whether or not the Administrative Agent or such Lender shall have made any demand under the Loan Documents and although such Obligations may be contingent or unmatured or are owed to a branch or office of the Administrative Agent or Lender different than the branch or office holding such deposit or obligation on such Indebtedness; provided that in the event that any Defaulting Lender shall exercise any such right of set-off, (a) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.19 of the Credit Agreement and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders and (b) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of set-off; provided further that, to the extent prohibited by applicable law as described in the definition of "Excluded Swap Obligation", no amounts received from, or set off with respect to, any Subsidiary Guarantor shall be applied to any Excluded Swap Obligations of such Subsidiary Guarantor. Any applicable Lender shall promptly notify the Borrower and the Administrative Agent of such set-off or application; provided that any failure to give or any delay in giving such notice shall not affect the validity of any such set-off or application under this Section 5.08. The rights of each Lender and the Administrative

Agent under this Section 5.08 are in addition to other rights and remedies (including other rights of set-off) which such Lender or the Administrative Agent may have.

SECTION 5.09. Governing Law; Jurisdiction; Consent to Service of Process.

(a) THIS AGREEMENT, AND ANY CLAIM, CONTROVERSY OR DISPUTE (WHETHER IN TORT, IN CONTRACT, AT LAW OR IN EQUITY OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATED TO THIS AGREEMENT, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) Each party hereto hereby irrevocably and unconditionally (i) submits, for itself and its property, to the jurisdiction of any United States federal or New York State court sitting in the Borough of Manhattan, in the City of New York (or any appellate court therefrom) over any suit, action or proceeding arising out of or relating to any Loan Document and agrees that all claims in respect of any such suit, action or proceeding shall (except as permitted below) be heard and determined exclusively in such United States federal court or, if such court shall not have subject matter jurisdiction, such New York State court and (ii) in the case of the Grantors, waives the right to bring any such claim in any other jurisdiction to which it may be entitled by reason of its present or future domicile or for any other reason. Each party hereto agrees that service of any process, summons, notice or document by registered mail addressed to such Person as provided for in Section 5.01 shall be effective service of process against such Person for any suit, action or proceeding brought in any such court. Each party hereto agrees that a final judgment in any such suit, action or proceeding may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. EACH PARTY HERETO AGREES THAT THE ADMINISTRATIVE AGENT RETAINS THE RIGHT TO BRING PROCEEDINGS AGAINST ANY LOAN PARTY IN THE COURTS OF ANY OTHER JURISDICTION SOLELY IN CONNECTION WITH THE EXERCISE OF ITS RIGHTS UNDER ANY COLLATERAL DOCUMENT AND, IN THE CASE OF ANY FOREIGN GRANTOR, IN THE JURISDICTION OF ITS INCORPORATION OR ORGANIZATION.

(c) Each party hereto hereby expressly, irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section. Each party hereto hereby expressly, irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any claim or defense of an inconvenient forum to the maintenance of such suit, action or proceeding in any such court.

(d) To the extent permitted by applicable law, each party hereto hereby irrevocably waives personal service of any and all process upon it and agrees that all such service of process may be made by registered mail (or any substantially similar form of mail) directed to it at its address for notices as provided for in Section 5.01. Each party hereto hereby waives any objection to such service of process and further irrevocably waives and agrees not to plead or claim in any suit, action or proceeding commenced hereunder or under any other Loan Document that service of process was invalid and ineffective. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by applicable law.

(e) Each Foreign Grantor party hereto hereby irrevocably designates, appoints and empowers the Borrower as its authorized designee, appointee and agent (the “Authorized Agent”) to receive, accept and forward for and on its behalf service of any and all legal process, summons, notices and documents that may be served in any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document, and the Borrower hereby accepts such appointment. Such appointment shall

be irrevocable. Such service may be made by mailing a copy of such process to the applicable Foreign Grantor in the care of the Authorized Agent at its address for notices as provided for in Section 9.01 of the Credit Agreement. Service of process upon the Authorized Agent shall be deemed, in every respect, effective service of process such Foreign Grantor.

(f) In the event any Foreign Grantor party hereto or any of its assets has or hereafter acquires, in any jurisdiction in which judicial proceedings may at any time be commenced with respect to this Agreement or any other Loan Document, any immunity from jurisdiction, legal proceedings, attachment (whether before or after judgment), execution, judgment or set-off, such Foreign Grantor hereby irrevocably agrees not to claim and hereby irrevocably and unconditionally waives such immunity.

SECTION 5.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.10.

SECTION 5.11. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 5.12. Security Interest Absolute. All rights of the Administrative Agent hereunder, the Security Interest, the grant of a security interest in the Pledged Collateral and all obligations of each Grantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Secured Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document, any agreement with respect to any of the Secured Obligations or any other agreement or instrument relating to any of the foregoing, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee securing or guaranteeing all or any of the Secured Obligations or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Secured Obligations or this Agreement (other than a defense of payment in full in cash).

SECTION 5.13. Termination or Release. (a) This Agreement, the Security Interest and all other security interests granted hereby shall terminate and be released upon the occurrence of the Termination Date.

(b) The Security Interest and all other security interests granted hereby shall also be released at the time or times and in the manner set forth in Article 8 of the Credit Agreement and Section 9.21 of the Credit Agreement.

(c) In connection with any termination or release pursuant to paragraph (a) or (b) of this Section, the Administrative Agent shall promptly execute and deliver to the relevant Grantor, at the Company's expense, all documents that such Grantor shall reasonably request to evidence such termination or release; provided that upon the request of the Administrative Agent, the Company shall deliver a certificate of a Responsible Officer certifying that the relevant transaction has been consummated in compliance with the terms of the Credit Agreement. Any execution and delivery of any document pursuant to this Section shall be without recourse to or warranty by the Administrative Agent (other than as to the Administrative Agent's authority to execute and deliver such documents).

SECTION 5.14. Additional Grantors. Pursuant to the Credit Agreement, certain Loan Parties not a party hereto on the Closing Date are required to, or may, enter into this Agreement after the date hereof. Upon the execution and delivery by the Administrative Agent and any such Loan Party of a Supplement, such Loan Party shall become a Grantor hereunder with the same force and effect as if originally named as such herein. The execution and delivery of any Supplement shall not require the consent of any other Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any additional Loan Party as a party to this Agreement.

SECTION 5.15. Conversion of Currencies. (a) If, for the purpose of obtaining judgment in any court, it is necessary to convert a sum owing hereunder in one currency into another currency, each party hereto agrees, to the fullest extent that it may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures in the relevant jurisdiction the first currency could be purchased with such other currency on the Business Day immediately preceding the day on which final judgment is given.

(b) The obligations of each party hereto in respect of any sum due to any other party hereto or any holder of the obligations owing hereunder (the "Applicable Creditor") shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than the currency in which such sum is stated to be due hereunder (the "Agreement Currency"), be discharged only to the extent that, on the Business Day following receipt by the Applicable Creditor of any sum adjudged to be so due in the Judgment Currency, the Applicable Creditor may in accordance with normal banking procedures in the relevant jurisdiction purchase the Agreement Currency with the Judgment Currency; if the amount of the Agreement Currency so purchased is less than the sum originally due to the Applicable Creditor in the Agreement Currency, such party agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Applicable Creditor against such deficiency.

SECTION 5.16. Administrative Agent Appointed Attorney-in-Fact. Each Grantor hereby appoints the Administrative Agent the attorney-in-fact of such Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Administrative Agent may deem necessary for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Administrative Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment is exercisable only after the occurrence and during the continuance of an Event of Default, and is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, the Administrative Agent shall have the right, subject to the ABL Intercreditor Agreement, upon the occurrence and during the continuance of an Event of Default, with full power of substitution either in the Administrative Agent's name or in the name of such Grantor: (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts or Payment Intangibles to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise

realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Administrative Agent; (h) in the case of any Pledged Collateral, to exercise all other rights, powers, privileges and remedies to which a holder of such Pledged Collateral would be entitled (including giving or withholding written consents of holders of any Capital Stock constituting Pledged Collateral, calling special meetings of such holders and voting at such meetings and, in the case of any Pledged Collateral constituting Capital Stock issued by a limited liability company, consenting to the admission of any transferee of such Pledged Collateral, whether or not such Pledged Collateral constitutes a "Security" under the UCC), it being understood that the rights of the Administrative Agent under this clause (h) shall be effective automatically and without the necessity of any action (including any transfer of any such Pledged Collateral on the record books of the issuer thereof) by any Person (including the issuer of such Pledged Collateral or any officer or agent thereof); and (i) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement as fully and completely as though the Administrative Agent were the absolute owner of the Collateral for all purposes; provided that nothing herein contained shall be construed as requiring or obligating the Administrative Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Administrative Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Administrative Agent and the other Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their Related Parties shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct, as determined by a court of competent jurisdiction in a final and non-appealable judgment.

SECTION 5.17. ABL Intercreditor Agreement; Possession and Control of ABL Priority Collateral. (a) Notwithstanding anything herein to the contrary (but subject to paragraph (e) of this Section), the priority of the Security Interest and other Liens and security interests granted to the Administrative Agent pursuant to this Agreement in any Collateral and the exercise of any right or remedy by the Administrative Agent with respect to any Collateral hereunder are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of this Agreement (other than Sections 2.01 and 3.01 of this Agreement), the terms of the ABL Intercreditor Agreement shall govern and control. Notwithstanding anything to the contrary herein, the Administrative Agent acknowledges and agrees that no Grantor shall be required to take or refrain from taking any action at the request of the Administrative Agent with respect to the Collateral if such action or inaction would conflict with the terms of the ABL Intercreditor Agreement.

(b) Subject to (but without limiting) the foregoing, at any time prior to the Discharge of ABL Obligations, any provision hereof requiring Grantors to deliver possession of any ABL Priority Collateral to the Administrative Agent (or its designees), or to cause the Administrative Agent (or its designees) to control any ABL Priority Collateral, shall be deemed to have been complied with if and for so long as the ABL Administrative Agent shall have such possession or control for the benefit of the Secured Parties and as bailee or sub-agent of the Administrative Agent as provided in the ABL Intercreditor Agreement.

(c) Furthermore, at all times prior to the Discharge of ABL Obligations, the Administrative Agent is authorized by the parties hereto and the Secured Parties to effect transfers of any ABL Priority Collateral at any time in its possession (and any "control" or similar agreements with respect to ABL Priority Collateral) to the ABL Administrative Agent.

(d) Notwithstanding anything to the contrary herein but subject to the ABL Intercreditor Agreement, in the event the ABL Loan Documents provide for the grant of a security interest or pledge over the assets of any Grantor and such assets do not otherwise constitute Collateral under this Agreement or any other Loan Document, such Grantor shall (i) promptly grant a security interest in or pledge such assets to secure the Secured Obligations, (ii) promptly take any actions necessary to perfect such security interest or pledge to the extent set forth in the ABL Loan Documents and (iii) take all other steps reasonably requested by the Administrative Agent in connection with the foregoing.

(e) Notwithstanding anything in this Agreement to the contrary (other than the foregoing provisions of this Section), references in this Agreement to the ABL Intercreditor Agreement (including any such references in Sections 4.01 and 4.02) shall not be deemed to limit, as between the Grantors and the Secured Parties, the rights, remedies and privileges available to the Administrative Agent and the other Secured Parties under or in respect of this Agreement or any other Collateral Document, it being acknowledged by the Grantors that (i) except to the extent expressly set forth in the ABL Intercreditor Agreement, none of the Grantors are a third party beneficiary of the ABL Intercreditor Agreement, no provision thereof inures to the benefit of the Grantors and no Grantor (or any creditor of any Grantor other than any ABL Claimholder or Term Claimholder (each as defined in the ABL Intercreditor Agreement)) has any rights thereunder or may rely on the terms hereof and (ii) except to the extent expressly set forth in the foregoing provisions of this Section, none of the Grantors shall be deemed to be a beneficiary of any limitation on the rights, remedies and privileges available to the Administrative Agent and the other Secured Parties under or in respect of this Agreement or any other Collateral Document that is based on a reference to the terms and conditions of the ABL Intercreditor Agreement. In furtherance of the foregoing, nothing contained in the ABL Intercreditor Agreement (and, subject to this Section, no reference in this Agreement to the ABL Intercreditor Agreement) shall be deemed to modify any of the provisions of this Agreement, which, as among the Grantors and the Administrative Agent shall remain in full force and effect in accordance with its terms (and which, in each case, shall be interpreted disregarding any such limitations).

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BAKELITE UK HOLDING LTD.

By: 

Name: Julian Welfoot
Title: Director

BAKELITE LLC
BAKELITE US HOLDCO, INC.

By: 

Name: Julian Welfoot
Title: Executive Vice President and
Treasurer

BAKELITE INTERNATIONAL INC.

By: 

Name: Julian Welfoot
Title: Senior Executive Vice
President and Treasurer

GEORGIA-PACIFIC CHEMICALS LLC

By: _____

Name: Curtis Shelast
Title: Americas General Manager

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BAKELITE UK HOLDING LTD.

By: _____
Name: Julian Welfoot
Title: Director


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BAKELITE US HOLDCO, INC.

By: _____
Name: Julian Welfoot
Title: Executive Vice President and
Treasurer

BAKELITE INTERNATIONAL INC.

By: _____
Name: Julian Welfoot
Title: Senior Executive Vice
President and Treasurer

GEORGIA-PACIFIC CHEMICALS LLC

By:  _____
Name: Curtis Shelast
Title: Americas General Manager

BAKELITE SYNTHETICS UK LIMITED



By:

Name: Julian Welfoot

Title: Director

GOLDMAN SACHS BANK USA, as
Administrative Agent,

by



Name:
Title:

Charles D. Johnston
Authorized Signatory

[Signature Page to the Term U.S. Pledge and Security Agreement]

Schedule I

Initial Grantors

Loan Party	Jurisdiction of Organization / Incorporation	Chief Executive Office
Bakelite US Holdco, Inc.	Delaware	1800 Meidinger Tower, Louisville, KY 40202
Bakelite UK Holding Ltd.	England and Wales	Bakelite Synthetics, Sully Moors Road, Sully, Penarth, South Glamorgan, Wales, CF64 5YU
Bakelite International Inc.	Delaware	1800 Meidinger Tower, Louisville, KY 40202
Bakelite LLC	Delaware	1800 Meidinger Tower, Louisville, KY 40202
Georgia-Pacific Chemicals LLC	Delaware	133 Peachtree Street, N.E., Atlanta, Georgia 30303 ¹
Bakelite Synthetics UK Limited	England and Wales	Bakelite Synthetics, Sully Moors Road, Sully, Penarth, Wales, CF64 5YU

¹ Expected to change to Louisville, KY address at closing.

Schedule II

Pledged Capital Stock; Pledged Debt Securities

Pledged Capital Stock

Grantor	Issuer	Type of Organization	Type of Capital Stock	Percentage of Capital Stock Owned	Certificate No. (if uncertificated, please indicate so)
Bakelite US Holdco, Inc.	Bakelite LLC	Limited liability company	Common	100%	Uncertificated
Bakelite US Holdco, Inc.	Georgia-Pacific Chemicals LLC	Limited liability company	Common	100%	Uncertificated
Bakelite UK Holding Ltd.	Bakelite US Holdco, Inc.	Corporation	Common	100%	1
Bakelite LLC	Bakelite International Inc.	Corporation	Common	100%	C-2

Pledged Debt Securities

Intercompany Note, dated May 27, 2022, among the Grantors and certain of their affiliates as payors and payees

Schedule III

Intellectual Property

I. U.S. Copyrights/Copyright Applications

Owner	Title	Reg. No.	Reg. Date
Georgia-Pacific Chemicals LLC	Chemistry of Modern Papermaking	TX0007605695	15-Oct-12

II. U.S. Exclusive Copyright Licenses (where a Loan Party is a licensee)

III. U.S. Patents/Patent Applications

Registrant	Title	Application No.	Patent No.	Filing Date	Issue Date
Georgia-Pacific Chemicals LLC	CURE ACCELERATOR SYSTEM FOR PHENOLIC RESINS	09/977245	7,049,387	16-Oct-01	23-May-06
Georgia-Pacific Chemicals LLC	LOW FORMALDEHYDE EMISSION PHENOL-FORMALDEHYDE RESIN AND METHOD FOR MANUFACTURE THEREOF	09/989692	6,706,845	21-Nov-01	16-Mar-04
Georgia-Pacific Chemicals LLC	RESIN/BINDER SYSTEM FOR PREPARATION OF LOW ODOR FIBERGLASS PRODUCTS	09/989708	6,706,809	21-Nov-01	16-Mar-04
Georgia-Pacific Chemicals LLC	SACCHARIDE-BASED RESIN FOR THE PREPARATION OF COMPOSITE PRODUCTS	10/342484	6,846,849	24-Oct-02	25-Jan-05
Georgia-Pacific Chemicals LLC	PHENOLIC RESIN COMPOSITIONS CONTAINING ETHERIFIED HARDENERS	10/898563	7,087,703	26-Jul-04	8-Aug-06
Georgia-Pacific Consumer Products LP; Georgia-Pacific Chemicals LLC	PHOSPHORIC ACID QUENCHED CREPING ADHESIVE	11/081387	7,718,035	15-Mar-05	18-May-10
Georgia-Pacific	STABLE AQUEOUS DISPERSIONS OF HYDROPHILIC PHENOLIC	11/102865	7,442,741	11-Apr-05	28-Oct-08

Registrant	Title	Application No.	Patent No.	Filing Date	Issue Date
Chemicals LLC	RESINS HAVING LOW XYLENOL AND BISPHENOL-A CONTENT				
Georgia-Pacific Chemicals LLC	STABLE PHENOLIC RESIN POLYMER DISPERSIONS HAVING LOW FREE ALDEHYDE CONTENT	11/135635	7,671,097	24-May-05	2-Mar-10
Georgia-Pacific Chemicals LLC	FORMALDEHYDE FREE BINDER	11/454326	7,803,879	16-Jun-06	28-Sep-10
Georgia-Pacific Chemicals LLC	FORMALDEHYDE FREE BINDER	11/454327	7,795,354	16-Jun-06	14-Sep-10
Georgia-Pacific Chemicals LLC	WELL TREATING MATERIALS AND METHODS	11/456897	8,003,214	12-Jul-06	23-Aug-11
Georgia-Pacific Chemicals LLC	BINDER COMPOSITIONS COMPATIBLE WITH THERMALLY RECLAIMING REFRACTORY PARTICULATE MATERIAL FROM MOLDS USED IN FOUNDRY APPLICATIONS	11/464025	8,133,933	11-Aug-06	13-Mar-12
Georgia-Pacific Chemicals LLC	PHENOL-FORMALDEHYDE RESIN HAVING LOW CONCENTRATION OF TETRADIMER	11/531518	7,741,406	13-Sep-06	22-Jun-10
Georgia-Pacific Chemicals LLC	PHENOL-FORMALDEHYDE NOVOLAC RESIN HAVING LOW CONCENTRATION OF FREE PHENOL	11/747343	9458349	11-May-07	4-Oct-16
Georgia-Pacific Chemicals LLC	INCREASING BUOYANCY OF WELL TREATING MATERIALS	11/747359	8,058,213	11-May-07	15-Nov-11
Georgia-Pacific Chemicals LLC	Anhydride and resorcinol latent catalyst system for improving cure characteristics of phenolic resins	11/751184	7642333	21-May-07	5-Jan-10
Georgia-Pacific Chemicals LLC	REDUCING FLOW-BACK IN WELL TREATING MATERIALS	11/803688	7,754,659	15-May-07	13-Jul-10
Georgia-Pacific	FORMALDEHYDE FREE BINDER	12/534319	9,169,157	3-Aug-09	27-Oct-15

Registrant	Title	Application No.	Patent No.	Filing Date	Issue Date
Chemicals LLC					
Georgia-Pacific Chemicals LLC	MODIFIED BINDERS FOR MAKING FIBERGLASS PRODUCTS	12/860446	8,193,107	20-Aug-10	5-Jun-12
Georgia-Pacific Chemicals LLC	Dedusting agents for fiberglass products and methods for making and using same	12/875064	8551355	2-Sep-10	8-Oct-13
Georgia-Pacific Chemicals LLC	METHOD OF SPRAY DRYING PHENOL-FORMALDEHYDE RESIN	12/963679	8,569,430	9-Dec-10	29-Oct-13
Georgia-Pacific Chemicals LLC	PROPPANTS FOR USE IN HYDRAULIC FRACTURING OF SUBTERRANEAN FORMATIONS	13/087709	9,045,678	15-Apr-11	2-Jun-15
Georgia-Pacific Chemicals LLC	BONDING WOOD COMPOSITES WITH RESIN SOLIDS-FORTIFIED PHENOL-FORMALDEHYDE RESIN	13/087719	8,252,427	15-Apr-11	28-Aug-12
Georgia-Pacific Chemicals LLC	METHODS FOR PRODUCING PRECURSOR SOLUTIONS AND SOL-GELS FOR NANO-ENGINEERED CARBON MATERIALS AND NANO-ENGINEERED CARBON MATERIALS CREATED THEREFROM	13/157029	8,999,202	9-Jun-11	7-Apr-15
Georgia-Pacific Chemicals LLC	Mold- and moisture-resistant gypsum boards	13/228111	8535790	8-Sep-2011	17-Sep-13
Georgia-Pacific Chemicals LLC	Binder compositions for making fiberglass products	13/228917	9217065	9-Sep-2011	22-Dec-15
Georgia-Pacific Chemicals LLC	METHODS FOR MAKING AND USING AMINO-ALDEHYDE RESINS	13/292223	8,754,185	9-Nov-11	17-Jun-14
Georgia-Pacific Chemicals LLC	Binder compositions and methods for making and using same	13/350481	9169364	13-Jan-12	27-Oct-15

Registrant	Title	Application No.	Patent No.	Filing Date	Issue Date
Georgia-Pacific Chemicals LLC	MODIFIED BINDERS FOR MAKING FIBERGLASS PRODUCTS	13/456560	8,703,628	26-Apr-12	22-Apr-14
Georgia-Pacific Chemicals LLC	PHENOL-FORMALDEHYDE NOVOLAC RESIN HAVING LOW CONCENTRATION OF FREE PHENOL	13/563879	8,778,495	1-Aug-12	15-Jul-14
Georgia-Pacific Chemicals LLC	POWDERED RESINS WITH	13/627307	9,169,385	26-Sep-12	27-Oct-15
Georgia-Pacific Chemicals LLC	Adhesive Compositions for Bonding Composites	13/627335	8,754,153	26-Sep-12	17-Jun-14
Energ2 Technologies, Inc.; Georgia-Pacific Chemicals LLC	PREPARATION OF POLYMERIC RESINS AND CARBON MATERIALS	13/763460	10,173,900	8-Feb-13	8-Jan-19
Georgia-Pacific Chemicals LLC	METHODS FOR MAKING POLYMER PARTICULATES IN GEL FORM	13/763561	9,133,337	8-Feb-13	15-Sep-15
Georgia-Pacific Chemicals LLC	Adhesive compositions having a reduced cure time and methods for making and using same	13/796632	9,163,169	12-Mar-13	20-Oct-15
Georgia-Pacific Chemicals LLC	METHODS FOR MAKING LAMINATED, SATURATED, AND ABRASIVE PRODUCTS	13/860036	8,993,062	10-Apr-13	31-Mar-15
Georgia-Pacific Chemicals LLC	RESINS SYSTEMS FOR MAKING COMPOSITE PRODUCTS	13/874677	9,133,374	1-May-13	15-Sep-15
Georgia-Pacific Chemicals LLC	METHODS FOR MAKING LIGNOCELLULOSE CONTAINING COMPOSITE PRODUCTS	14/040791	9,458,298	30-Sep-13	4-Oct-16
Georgia-Pacific Chemicals LLC	MODIFIED POLYPHENOL BINDER COMPOSITIONS AND METHODS FOR MAKING AND USING SAME	14/040796	9,157,016	30-Sep-13	13-Oct-15

Registrant	Title	Application No.	Patent No.	Filing Date	Issue Date
Georgia-Pacific Chemicals LLC	PREPARATION OF PHENOL- FORMALDEHYDE RESIN BEADS USING SUSPENSION OR EMULSION POLYMERIZATION	14/092267	9,133,295	27-Nov-13	15-Sep-15
Georgia-Pacific Chemicals LLC	COMPOSITIONS THAT INCLUDE HYDROPHOBIZING AGENTS AND STABILIZERS AND METHODS FOR MAKING AND USING SAME	14/135459	9,404,221	19-Dec-13	2-Aug-16
Georgia-Pacific Chemicals LLC	UREA MIXTURES AND METHODS FOR MAKING AND USING SAME	14/203811	9,109,123	11-Mar-14	18-Aug-15
Georgia-Pacific Chemicals LLC	HIGH FLOW UREA-FORMALDEHYDE POWDERS FOR PARTICLEBOARD AND FIBERBOARD MANUFACTURE	14/203831	9,346,926	11-Mar-14	24-May-16
Georgia-Pacific Chemicals LLC	METHODS FOR REDUCING THE SOLUBILITY OF PHENOLIC RESINS USING LATENT ACIDS	14/204389	9,695,319	11-Mar-14	4-Jul-17
Georgia-Pacific Chemicals LLC	BINDER COMPOSITIONS AND METHODS FOR MAKING AND USING SAME	14/205431	9,243,114	12-Mar-14	26-Jan-16
Georgia-Pacific Chemicals LLC	BINDER COMPOSITIONS AND METHODS FOR MAKING AND USING SAME	14/205440	9,193,894	12-Mar-14	24-Nov-15
Georgia-Pacific Chemicals LLC	METHODS FOR MAKING LIGNOCELLULOSE CONTAINING COMPOSITE PRODUCTS	14/243857	9,586,338	2-Apr-14	7-Mar-17
Georgia-Pacific Chemicals LLC	PHENOL-FORMALDEHYDE NOVOLAC RESIN HAVING LOW CONCENTRATION OF FREE PHENOL	14/295847	9,458,350	4-Jun-14	4-Oct-16
Georgia-Pacific Chemicals LLC	METHOD FOR MAKING WET GELS AND DRIED GELS THEREFROM	14/489633	9,598,525	18-Sep-14	21-Mar-17
Georgia-Pacific	MODIFIED PHENOLIC RESINS FOR MAKING COMPOSITE PRODUCTS	14/490108	9,598,600	18-Sep-14	21-Mar-17

Registrant	Title	Application No.	Patent No.	Filing Date	Issue Date
Chemicals LLC					
Georgia-Pacific Chemicals LLC	LIGNIN ADHESIVE	14/607099	9617452	28-Jan-15	11-Apr-17
Georgia-Pacific Chemicals LLC; Energ2 Technologies, Inc.	PREPARATION OF POLYMERIC RESINS AND CARBON MATERIALS	14/647322	9714172	26-Nov-13	25-Jul-17
Georgia-Pacific Chemicals LLC	METHODS FOR MAKING LIGNOCELLULOSE COMPOSITE PRODUCTS WITH OXIDATIVE BINDERS AND ENCAPSULATED CATALYST	14/673862	9,617,427	30-Mar-15	11-Apr-17
Georgia-Pacific Chemicals LLC	METHODS FOR MAKING LIGNOCELLULOSE COMPOSITE PRODUCTS WITH OXIDATIVE BINDERS AND COMPLEXED METAL CATALYST	14/673865	9,587,114	30-Mar-15	7-Mar-17
Georgia-Pacific Chemicals LLC	METHODS FOR MAKING LIGNOCELLULOSE COMPOSITE PRODUCTS	14/673869	9587115	30-Mar-15	7-Mar-17
Georgia-Pacific Chemicals LLC	METHODS FOR PRODUCING PRECURSOR SOLUTIONS AND SOL-GELS FOR NANO-ENGINEERED CARBON MATERIALS AND NANO-ENGINEERED CARBON MATERIALS CREATED THEREFROM	14/679400	9,968,900	6-Apr-15	15-May-18
Georgia-Pacific Chemicals LLC	Proppants for use in hydraulic fracturing of subterranean formations	14/726642	9777211	1-Jun-15	3-Oct-17
Georgia-Pacific Chemicals LLC; Energ2 Technologies, Inc.	IMPROVED EMULSION AND SUSPENSION POLYMERIZATION PROCESSES, AND IMPROVED ELECTROCHEMICAL PERFORMANCE FOR CARBON DERIVED FROM SAME	14/775792	9,464,162	13-Mar-14	11-Oct-16

Registrant	Title	Application No.	Patent No.	Filing Date	Issue Date
Georgia-Pacific Chemicals LLC	Lignocellulose composite products	14/821152	10227460	7-Aug-15	12-Mar-19
Georgia-Pacific Chemicals LLC	RESIN SYSTEMS FOR MAKING COMPOSITE PRODUCTS	14/852565	9,909,041	13-Sep-15	6-Mar-18
Georgia-Pacific Chemicals LLC	POWDERED RESINS WITH FILLERS	14/870476	9834646	30-Sep-15	5-Dec-17
Georgia-Pacific Chemicals LLC	MODIFIED POLYPHENOL BINDER COMPOSITIONS AND METHODS FOR MAKING AND USING SAME	14/880726	9,464,193	12-Oct-15	11-Oct-16
Georgia-Pacific Chemicals LLC	BINDER COMPOSITIONS AND METHODS FOR MAKING AND USING SAME	14/948467	9,273,223	23-Nov-15	1-Mar-16
Georgia-Pacific Chemicals LLC	THIXOTROPIC, THERMOSETTING RESINS FOR USE IN A MATERIAL EXTRUSION PROCESS IN ADDITIVE MANUFACTURING	14/952999	10406726	26-Nov-15	10-Sep-19
Georgia-Pacific Chemicals LLC	COMPOSITE PRODUCTS CONTAINING A POWDERED BINDER AND METHODS FOR MAKING AND USING SAME	14/967304	9,868,857	12-Dec-15	16-Jan-18
Georgia-Pacific Chemicals LLC	METHODS FOR MAKING COMPOSITE PRODUCTS CONTAINING LIGNOCELLULOSE SUBSTRATES	15/006045	9,587,077	25-Jan-16	7-Mar-17
Georgia-Pacific Chemicals LLC	BINDER COMPOSITIONS AND METHODS FOR MAKING AND USING SAME	15/056112	9,815,928	29-Feb-16	14-Nov-17
Georgia-Pacific Chemicals LLC	COATED PROPPANTS CONTAINING A CURED RESIN AND METHODS FOR MAKING AND USING SAME	15/094476	10,066,154	8-Apr-16	4-Sep-18
Georgia-Pacific Chemicals LLC	TREATED ALDEHYDE-BASED RESINS CONTAINING POLYAMINES AND	15/094550	10,118,983	8-Apr-16	6-Nov-18

Registrant	Title	Application No.	Patent No.	Filing Date	Issue Date
	METHODS FOR MAKING AND USING SAME				
Georgia-Pacific Chemicals LLC	THIXOTROPIC, THERMOSETTING RESINS FOR USE IN A MATERIAL EXTRUSION PROCESS IN ADDITIVE MANUFACTURING	15/133457	9,707,717	20-Apr-16	18-Jul-17
Georgia-Pacific Chemicals LLC	HIGH FLOW UREA-FORMALDEHYDE POWDERS FOR PARTICLEBOARD AND FIBERBOARD MANUFACTURE	15/161864	9,975,271	23-May-16	22-May-18
Georgia-Pacific Chemicals LLC	METHODS FOR MAKING LIGNOCELLULOSE CONTAINING COMPOSITE PRODUCTS	15/283796	10421212	3-Oct-16	24-Sep-19
Georgia-Pacific Chemicals LLC; Energ2 Technologies, Inc.	EMULSION AND SUSPENSION POLYMERIZATION PROCESSES, AND IMPROVED ELECTROCHEMICAL PERFORMANCE FOR CARBON DERIVED FROM SAME	15/289499	10,273,328	10-Oct-16	30-Apr-19
Georgia-Pacific Chemicals LLC	MODIFIED POLYPHENOL BINDER COMPOSITIONS AND METHODS FOR MAKING AND USING SAME	15/289521	10738025	10-Oct-16	11-Aug-20
Georgia-Pacific Chemicals LLC	METHODS FOR MAKING LIGNOCELLULOSE COMPOSITE PRODUCTS WITH OXIDATIVE BINDERS AND ENCAPSULATED CATALYST	15/462282	9855674	17-Mar-17	2-Jan-18
Georgia-Pacific Chemicals LLC	METHOD FOR MAKING WET GELS AND DRIED GELS THEREFROM	15/462414	9,926,401	17-Mar-17	27-Mar-18
Georgia-Pacific Chemicals LLC	METHODS FOR REDUCING THE SOLUBILITY OF PHENOLIC RESINS USING LATENT ACIDS	15/640741	10526489	3-Jul-17	7-Jan-20
Georgia-Pacific Chemicals LLC; Energ2	PREPARATION OF POLYMERIC RESINS AND CARBON MATERIALS	15/649546	10,654,722	13-Jul-17	19-May-20

Registrant	Title	Application No.	Patent No.	Filing Date	Issue Date
Technologies, Inc.					
Georgia-Pacific Chemicals LLC	PROPPANTS FOR USE IN HYDRAULIC FRACTURING OF SUBTERRANEAN FORMATIONS	15/722923	10266758	2-Oct-17	23-Apr-19
Georgia-Pacific Chemicals LLC	BINDER COMPOSITIONS AND METHODS FOR MAKING AND USING SAME	15/810127	10077328	12-Nov-17	18-Sep-18
Georgia-Pacific Chemicals LLC; KOCH AGRONOMIC SERVICES LLC	STRENGTHENED COMPOSITE PRODUCTS AND METHODS FOR MAKING AND USING SAME	15/821833	10077217	23-Nov-17	18-Sep-18
Georgia-Pacific Chemicals LLC	METHODS FOR PRODUCING PRECURSOR SOLUTIONS AND SOL-GELS FOR NANO-ENGINEERED CARBON MATERIALS AND NANO-ENGINEERED CARBON MATERIALS CREATED THEREFROM	15/959433	10399055	23-Apr-18	3-Sep-19
Georgia-Pacific Chemicals LLC	BINDER COMPOSITIONS AND METHODS FOR MAKING AND USING SAME	16/131278	10,227,431	14-Sep-18	12-Mar-19
Georgia-Pacific Chemicals LLC	BINDERS CONTAINING AN ALDEHYDE- BASED RESIN AND AN ISOCYANATE- BASED RESIN AND METHODS FOR MAKING COMPOSITE LIGNOCELLULOSE PRODUCTS THEREFROM	16/302245	10889716	25-May-17	12-Jan-21
Georgia-Pacific Chemicals LLC	AROMATIC ALCOHOL- LIGNIN- ALDEHYDE RESINS AND PROCESSES FOR MAKING AND USING SAME	16/770509		7-Dec-18	
Georgia-Pacific Chemicals LLC; Surface Tech LLC	METHODS & COMPOSITIONS TO INCREASE PERFORMANCE OF ASPHALT CEMENT CONCRETE COMPRISING RECYCLED ASPHALT PAVEMENT	16/888180		29-May-20	

Registrant	Title	Application No.	Patent No.	Filing Date	Issue Date
Georgia-Pacific Chemicals LLC	METHODS AND SYSTEMS FOR RECOVERING TERPENE COMPOSITIONS FROM WOOD DRYING EXHAUST	16/965538		29-Jan-19	
Georgia-Pacific Chemicals LLC	METHODS AND SYSTEMS FOR CONTROLLING EMISSIONS FROM WOOD DRYING PROCESSES	16/965551		29-Jan-19	
Georgia-Pacific Chemicals LLC	BINDERS CONTAINING AN ALDEHYDE- BASED RESIN AND AN ISOCYANATE- BASED RESIN AND METHODS FOR MAKING COMPOSITE LIGNOCELLULOSE PRODUCTS THEREFROM	17/145976		11-Jan-21	
Bakelite GmbH	Polycondensation Products and a Process for Their Preparation	10/617104	7321020	10-Jul-03	22-Jan-08
Bakelite GmbH		12/599011		23-Jun-08	
Bakelite GmbH	PROCESS FOR PRODUCTION OF AN ALKOXYLATED PRODUCT	15/733832		30-Nov-20	
Bakelite GmbH	Composition containing modified bisphenol F	17/059988		30-Nov-20	
Bakelite GmbH	Novolak Solutions and Emulsions for better handling in various industries	17/148952		14-Jan-21	
Bakelite GmbH	Phenolic Foam Resins blended with modified novolaks for the use in foam applications	17/276103		12-Mar-2021	
Bakelite GmbH	Esterification of alkoxyated Novolaks	17/513,960		29-Oct-2021	
Bakelite GmbH	Process for Manufacturing Sandwich Panels	13/805081	9587393	24-Jun-2011	07-Mar-2017
Bakelite UK Holding Ltd.	Adhesive Composition	12/135813	8143335	09-Jun-2008	27-Mar-2012
Bakelite UK Holding Ltd.	Resin Dispersion	12/226159	8026300	09-Oct-2008	27-Sep-2011

Registrant	Title	Application No.	Patent No.	Filing Date	Issue Date
Bakelite UK Holding Ltd.	RESIN-POLYESTER BLEND BINDER COMPOSITIONS, METHOD OF MAKING SAME AND ARTICLES MADE THEREFROM	12/037231	9062202	26-Feb-2008	23-Jun-2015
Bakelite UK Holding Ltd.	RESIN-POLYESTER BLEND BINDER COMPOSITIONS, METHOD OF MAKING SAME AND ARTICLES MADE THEREFROM	14/713950	9708503	15-May-2015	18-Jul-2017
Bakelite UK Holding Ltd.	NOVEL COMPOSITIONS AND METHODS TO PRODUCE TRIAZINE-ARYLHYDROXY-ALDEHYDE CONDENSATES WITH IMPROVED SOLUBILITY	12/858096	9249251	17-Aug-2010	02-Feb-2016
Bakelite UK Holding Ltd.	Bio based phenolic foam	14/358784	9464152	16-May-2014	11-Oct-2016
Bakelite UK Holding Ltd.	Compositions and Methods for Making Polyesters and Articles Therefrom	13/524828	8980774	15-Jun-2012	17-Mar-2015
Bakelite UK Holding Ltd.	Compositions and Methods for Making Polyesters and Articles Therefrom	14/610852	9550894	30-Jan-2015	24-Jan-2017
Bakelite UK Holding Ltd.	Polymeric Materials and Methods for Making the Polymeric Materials	13/549131	8822123	13-Jul-2012	02-Sep-2014
Bakelite UK Holding Ltd.	Method for Preparing a Sol-Gel Resin	14/259884	9353208	23-Apr-2014	31-May-2016
Bakelite UK Holding Ltd.	Method for Preparing a Sol-Gel Resin	14/260142	9453098	23-Apr-2014	27-Sep-2016
Bakelite UK Holding Ltd.	Methods for Preparing Stable Urea Formaldehyde Polyvinyl Alcohol Colloids	14/340277	9217046	24-Jul-2014	22-Dec-2015
Bakelite UK Holding Ltd.	Methods for Preparing Stable Urea Formaldehyde Polyvinyl Alcohol Colloids	14/943943	9499672	17-Nov-2015	22-Nov-2016
Bakelite UK Holding Ltd.	CURING COMPOSITIONS AND METHODS OF PREPARING	14/831586	9790313	20-Aug-2015	17-Oct-2017
Bakelite UK Holding Ltd.	NOVEL ALKYLPHENOL RESINS AND A METHOD OF PREPARING THEM	15/335693	10982034	27-Oct-2016	20-Apr-2021

Registrant	Title	Application No.	Patent No.	Filing Date	Issue Date
Bakelite UK Holding Ltd.	NOVEL ALKYLPHENOL RESINS AND A METHOD OF PREPARING THEM	16/992848		13-Aug-2020	
Bakelite UK Holding Ltd.	Novel Composition and Methos to Produce Alkoxylated Triazine-Arylhydroxy-Aldehyde Condensates	15/713577	10118905	22-Sep-2017	06-Nov-2018
Bakelite UK Holding Ltd.	Novel Compositis for Polyurethane Applications	15/713583	10435503	22-Sep-2017	08-Oct-2019
Bakelite UK Holding Ltd.	Novel Compositis for Polyurethane Applications	16/574691	11028219	18-Sep-2019	08-Jun-2021
Bakelite UK Holding Ltd.	Method for Lignin Incorporation to Phenolic Resins Through Catalyst Switching	15/881425	10808068	26-Jan-2018	20-Oct-2020
Bakelite UK Holding Ltd.	MANUFACTURE OF NOVOLACS AND RESOLES USING LIGNIN	17/032731		25-Sep-2020	
Bakelite UK Holding Ltd.	CATALYST SYSTEM FOR CURING PHENOLIC RESOLE RESINS	16/977810		02-Sep-2020	
Bakelite UK Holding Ltd.	RUBBER COMPOSITIONS CONTAINING TACKIFIERS	15/727329	10696838	06-Oct-2017	30-Jun-2020
Bakelite UK Holding Ltd.	RUBBER COMPOSITIONS CONTAINING TACKIFIERS	16/906472	10982087	19-Jun-2020	20-Apr-2021
Bakelite UK Holding Ltd.	NOVEL COMPOSITIONS AND METHODS TO PRODUCE ALKOXYLATED TRIAZINE-ARYLHYDROXY-ALDEHYDE CONDENSATES	16/043707	10640475	24-Jul-2018	05-May-2020
Bakelite UK Holding Ltd.	NOVEL COMPOSITIONS AND METHODS TO PRODUCE ALKOXYLATED TRIAZINE-ARYLHYDROXY-ALDEHYDE CONDENSATES	16/043871	10604614	24-Jul-2018	31-Mar-2020
Bakelite UK Holding Ltd.	Phenolic Epoxy System	16/445043	11161976	18-Jun-2019	02-Nov-2021
Bakelite UK Holding Ltd.	N-Substituted Arylamino-Phenol-Formaldehyde Condensates	10/235326	6780511	05-Sep-2002	24-Aug-2004

Registrant	Title	Application No.	Patent No.	Filing Date	Issue Date
Bakelite UK Holding Ltd.	Spray Dried Phenolic Resole Molding Powder with Crystalline Phenolic Compounds	10/041913	6818707	08-Jan-2002	16-Nov-2004
Bakelite UK Holding Ltd.	Phenol-Formaldehyde Resole Resins, Method of Manufacture, Methods of Use, and Articles Formed Therefrom	11/248105	7323534	12-Oct-2005	29-Jan-2008
Bakelite UK Holding Ltd.	PHENOL-FORMALDEHYDE RESOLE RESINS, METHOD OF MANUFACTURE, METHODS OF USE, AND ARTICLES FORMED THEREFROM	11/956662	7989575	14-Dec-2007	02-Aug-2011
Bakelite UK Holding Ltd.	Modified Phenolic Resins for Making Composites	63/318,061		09-Mar-2022	

IV. U.S. Trademarks/Trademark Applications

Registrant	Trademark	App. No.	Filing Date	Reg. No.	Reg. Date
Bakelite LLC	Bakelite (Word)	37251900	13-Feb-1974	TMA208282	18-Jul-1975
Bakelite LLC	Bakelite (Word)	0066243	30-Apr-1909	TMDA13642	30-Apr-1909
Bakelite LLC	CELLOBOND	M/098956	08-Mar-1983	M/098956	08-Mar-1983
Bakelite LLC	CELLOBOND			M/051898	20-Mar-1969
Bakelite LLC	DURITE	771345	26-Aug-1998	771345	13-Apr-1999
Bakelite LLC	DURITE	0112866	08-Feb-1923	TMDA33000	10-Mar-1923
Bakelite LLC	DURITE	950134428	27-Oct-1995	1008125	21-May-1997
Bakelite LLC	DURITE	95/14454	14-Nov-1995	199802504	13-Mar-1998
Bakelite LLC	DURITE	D95/19701	23-Oct-1995	IDM000045246	30-Aug-1996
Bakelite LLC	DURITE	43527/1995	16-Nov-1995	375357	23-Sep-1997
Bakelite LLC	DURITE	N/071727	18-Dec-2012	N/071727	13-Nov-2013
Bakelite LLC	DURITE	121818	04-Sep-1991	403651	15-Jan-1992
Bakelite LLC	DURITE	95/11618	01-Nov-1995	95011618	01-Nov-2002
Bakelite LLC	DURITE	297183	25-Aug-1998	297183	05-Oct-2000
Bakelite LLC	DURITE	298221	28-Nov-1995	KOR53828	28-Nov-1995
Bakelite LLC	DURITE	101068395	03-Dec-2012	1593064	16-Aug-2013
Bakelite LLC	DURITE	71163717	11-May-1922	166026	27-Mar-1923
Bakelite LLC	DURITE in Katakana	71135/86	07-Jul-1986	2080756	30-Sep-1998
Bakelite LLC	DURITE	829364714	19-Sep-2007	829364714	01-Mar-2011
Georgia-Pacific Chemicals LLC	AMBOND			1853391	13-Sep-94
Georgia-Pacific Chemicals LLC	AMRES			950593	16-Jan-73

Registrant	Trademark	App. No.	Filing Date	Reg. No.	Reg. Date
Georgia-Pacific Chemicals LLC	BONDS THAT LAST. ADVANCEMENTS THAT WORK.	85/911,733	23-Apr-13	4,558,487	1-Jul-14
Georgia-Pacific Chemicals LLC	BREAKTHRU	88947605	4-Jun-20		
Georgia-Pacific Chemicals LLC	INSOL-U-25	72/372336	2-Oct-70	0953385	20-Feb-73
Georgia-Pacific Chemicals LLC	LEAF	77791273	28-Jul-09	4056760	15-Nov-11
Georgia-Pacific Chemicals LLC	LEAF & Design	86/005,471	9-Jul-13	4,581,599	5-Aug-14
Georgia-Pacific Chemicals LLC	LEAF FREE	85/000,375	29-Mar-10	4,150,664	29-May-12
Georgia-Pacific Chemicals LLC	LEAF FREE & Design	86/005,464	9-Jul-13	4,581,598	5-Aug-14
Georgia-Pacific Chemicals LLC	NOVASIZE			4777687	21-Jul-15
Georgia-Pacific Chemicals LLC	NOVASIZE			1250100	6-Sep-83
Georgia-Pacific Chemicals LLC	PARAC	73/462,623	26-Jan-84	1308518	11-Dec-84
Georgia-Pacific Chemicals LLC	RESI-BOND	74/171255	30-May-91	1698652	7-Jul-92
Georgia-Pacific Chemicals LLC	RESI-BOOST	86/828,572	23-Nov-15	5,443,763	10-Apr-18
Georgia-Pacific Chemicals LLC	RESI-FLAKE	72464535	2-Aug-73	1016488	22-Jul-75
Georgia-Pacific Chemicals LLC	RESI-LAM	72/410275	15-Dec-71	0958358	8-May-73
Georgia-Pacific Chemicals LLC	RESI-MIX	72/401272	26-Aug-71	0940247	8-Aug-72
Georgia-Pacific Chemicals LLC	RESI-SET	73/011835	25-Jan-74	1011973	3-Jun-75
Georgia-Pacific Chemicals LLC	RESI-SHELL	73/710793	12-Feb-88	1509722	25-Oct-88
Georgia-Pacific Chemicals LLC	RESI-STRAN	73/710892	12-Feb-88	1505473	27-Sep-88
Georgia-Pacific Chemicals LLC	RESI-VAT	73/395,259	30-Sep-82	1,281,978	19-Jun-84
Georgia-Pacific Chemicals LLC	RESORSABOND	74/580068	29-Sep-94	1923181	3-Oct-95

Registrant	Trademark	App. No.	Filing Date	Reg. No.	Reg. Date
Georgia-Pacific Chemicals LLC	STA-FORM 60	72/372335	2-Oct-70	0936897	4-Jul-72
Georgia-Pacific Chemicals LLC	WOODWELD	73/281395	14-Oct-80	1227991	22-Feb-83
Bakelite GmbH	Bakelite	72187976	04-Mar-1964	788887	04-May-1965
Bakelite GmbH	Bakelite Synthetics	1620733	21-May-2021	(Pending)	(Pending)
Bakelite GmbH	"b" Logo	1620731	21-May-2021	(Pending)	(Pending)
Bakelite GmbH	Bakelite Synthetics (Word)	1620732	21-May-2021	(Pending)	(Pending)
Bakelite Synthetics UK Limited	CELLOBOND	301102	16-Mar-1981	1252582	04-Oct-1983

V. UK Trademarks/Trademark Applications

Registered Proprietor/Applicant	Trademark	Application No.	Filing Date	Reg. No.	Reg. Date
Bakelite UK Holding Ltd.	CELLOBOND	2169320	12 Jun 1998	2169320	4 Jun 1999
Bakelite UK Holding Ltd.	CELLOBOND	1233811	17 Jan 1985	1233811	17 Jan 1985
Bakelite UK Holding Ltd.	CELLOBOND	613568	11 Dec 1940		11 Dec 1940
Bakelite UK Holding Ltd.	PHENCAT	000807453	23 Apr 1998	00900807453	18 Nov 1999
Bakelite UK Holding Ltd.	PHENCAT	2161203	17 Mar 1998	2161203	11 Sep 1998
Bakelite GmbH	Bakelite Synthetics	1620732	21 May 2021	(Pending)	(Pending)
Bakelite GmbH	Bakelite		6 Jul 1910	325082	
Bakelite GmbH	Bakelite Synthetics	1620733	21 May 2021	(Pending)	(Pending)
Bakelite GmbH	"b" Logo	1620731	21 May 2021	(Pending)	(Pending)

VI. German Trademarks/Trademark Applications

Registered Owner	Trademark	Serial / Application Number	Registration Number
Bakelite GmbH	"B" eternity sign (black in white box)	B60072	402079
Bakelite GmbH	"B" eternity sign (black in white box)	2R169245	169245
Bakelite GmbH	"B" eternity sign (white in black box)	R28635	903007
Bakelite GmbH	b infinity sign	302021001615.3	302021001615
Bakelite GmbH	b infinity sign + Bakelite	302021001612.9	302021001612

Registered Owner	Trademark	Serial / Application Number	Registration Number
Bakelite GmbH	b infinity sign + Bakelite Synthetics	302021001613.7	302021001613
Bakelite GmbH	BAKELIT	B76471	505667
Bakelite GmbH	Bakelite (Word & Design)	30519558.1	30519558
Bakelite GmbH	Bakelite (Word)	B18504	138054
Bakelite GmbH	Bakelite (Word)	R28507	905334
Bakelite GmbH	Bakelite (Word)	R49945	2002548
Bakelite GmbH	Bakelite Synthetics	302021001614.5	302021001614
Bakelite Synthetics UK Limited	CELLOBOND	B72007/1WZ	1053507
Bakelite Synthetics UK Limited	CELLOBOND	B55463	

VII. EU Trademarks/Trademark Applications

Registered Owner	Trademark	Serial / Application Number	Registration Number
Bakelite GmbH	Bakelite (Word & Design)	WO0880864	880864
Bakelite GmbH	Bakelite Synthetics	1620733	(Pending)
Bakelite GmbH	"b" Logo	1620731	(Pending)
Bakelite GmbH	Bakelite Synthetics (Word)	1620732	(Pending)
Bakelite Synthetics UK Limited	CELLOBOND	736058	736058
Bakelite Synthetics UK Limited	PHENCAT	000807453	807453
HEXION INC. ²	RESONANCE	016941353	016941353

VIII. UK Patents/Patent Applications

Registered Owner	Patent	Serial / Application Number	Registration Number
Georgia-Pacific Chemicals LLC	MODIFIED POLYPHENOL BINDER COMPOSITIONS AND METHODS FOR MAKING AND Using SAME	13843949.2	2904061
Georgia-Pacific Chemicals LLC; GPCP IP Holdings LLC	PHOSPHORIC ACID STABILIZED CREPING ADHESIVE	06004638.0	1703019
Bakelite GmbH	Method for production and use of polycondensation products	EP03015076.7	EP1380606

² The registration of the transfer of EU TM 016941353 “RESONANCE” from Hexion Inc. to Bakelite UK Holding Ltd. in the EU register is in process.

Registered Owner	Patent	Serial / Application Number	Registration Number
Bakelite GmbH	Bio based phenolic foam	12799511.6	EP2780405
Bakelite GmbH	Alkenylphenol Alkylphenol Adlehyde Resin and Its Use as Demulsifier	14824784.4	3092046
Bakelite GmbH	Carbon containing moulding compounds	15002603.7	2995640
Bakelite UK Holding Ltd.	Melamine-Urea-Formaldehyde Resins For Ultra-Low Formaldehyde Emitting Particleboard and Medium-Density Fiberboard	09770707.9	2310433
Bakelite UK Holding Ltd.	Triglyceride Emulsions for Composite Panels	EP20100736198.2	2438132
Bakelite UK Holding Ltd.	Method for the Manufacture of a Resin for Use in the Production of Aerogel	14787735.1	2989136

IX. German Patents/Patent Applications

Registered Owner	Patent	Serial / Application Number	Registration Number
Georgia-Pacific Chemicals LLC; GPCP IP Holdings LLC	PHOSPHORIC ACID STABILIZED CREPING ADHESIVE	06004638.0	602006055212.2
Georgia-Pacific Chemicals LLC	MODIFIED POLYPHENOL BINDER COMPOSITIONS AND METHODS FOR MAKING AND USING SAME	13843949.2	2904061
Bakelite GmbH	Method for production and use of polycondensation products	03015076.7	50309100.6-08
Bakelite GmbH	Novolak/epoxy-dispersion	08 773 576.7-2115	50 2008 005 095.7
Bakelite GmbH	Bio based phenolic foam	10 2011 118 821.9	102011118821
Bakelite GmbH	Bio based phenolic foam	12799511.6	502012006749.9
Bakelite GmbH	Alkenylphenol Alkylphenol Adlehyde Resin and Its Use as Demulsifier	14824784.4	502014008035.0
Bakelite GmbH	Carbon containing moulding compounds	15002603.7	2995640
Bakelite UK Holding Ltd.	RESIN-POLYESTER BLEND BINDER COMPOSITIONS, METHOD OF MAKING SAME AND ARTICLES MADE THEREFROM	08726094.9	2115028
Bakelite UK Holding Ltd.	Melamine-Urea-Formaldehyde Resins For Ultra-Low Formaldehyde Emitting Particleboard and Medium-Density Fiberboard	09770707.9	2310433
Bakelite UK Holding Ltd.	Triglyceride Emulsions for Composite Panels	EP20100736198.2	2438132

Registered Owner	Patent	Serial / Application Number	Registration Number
Bakelite UK Holding Ltd.	Method for the Manufacture of a Resin for Use in the Production of Aerogel	602014022113.0	2989136
Bakelite UK Holding Ltd.	Method and Apparatus for Making Building Panels Having Low Edge Thickness Swelling	01975431.6	60146814.7

X. EU Patents/Patent Applications

Registered Owner	Patent	Serial / Application Number	Registration Number
Georgia-Pacific Chemicals LLC	Resin/binder system for preparation of low odor fiberglass products	EP02803964.A	EP1446434
Georgia-Pacific Chemicals LLC	Stable aqueous dispersions of hydrophilic phenolic resins having low xylenol and bisphenol-a content	EP06784348A	EP1874866
Georgia-Pacific Chemicals LLC	Formaldehyde free binder	EP07783269A	EP2029633
Georgia-Pacific Chemicals LLC	Methods for making polymer particulates in gel form	EP13746457A	EP2812378
Georgia-Pacific Chemicals LLC	Methods for making lignocellulose containing composite products	EP13843365A	EP2904036
Georgia-Pacific Chemicals LLC	Preparation of phenol-formaldehyde resin beads using suspension or emulsion polymerization	EP13857701A	EP2925800
Georgia-Pacific Chemicals LLC	Binder compositions and methods for making and using same	EP14772719A	EP2970650
Georgia-Pacific Chemicals LLC	Binder compositions and methods for making and using same	EP14774978A	EP2970673
Georgia-Pacific Chemicals LLC	Methods for making wet gels and dried gels therefrom	EP14846257A	EP3046950
Georgia-Pacific Chemicals LLC	Methods for making lignocellulose composite products	EP15772802A	EP3126429
Bakelite GmbH	Novolak Solutions and Emulsions for better handling in various industries	20152076.4	EP3851493
Bakelite GmbH	Esterification of alkoxyated Novolaks	20205059.7	EP3992222
Bakelite GmbH	Alkoxyated Bisphenol F (ABF)	19728907.7	EP3802650
Bakelite GmbH	Alkoxyated Bisphenol F Mixtures	19727392.3	EP3802649
Bakelite GmbH	Phenolic Foam Resins blended with modified novolaks for the use in foam applications	19772764.7	EP3861059
Bakelite GmbH	Foam Resin Composition	PCT/EP2021/000099	Wo2022/042872
Bakelite UK Holding Ltd.	Storage Stable Amino-Formaldehyde Resins and Applications Thereof	09770708.7	EP2294106

Registered Owner	Patent	Serial / Application Number	Registration Number
Bakelite UK Holding Ltd.	NOVEL COMPOSITIONS AND METHODS TO PRODUCE TRIAZINE-ARYLHYDROXY-ALDEHYDE CONDENSATES WITH IMPROVED SOLUBILITY	11818615.4	EP2606037
Bakelite UK Holding Ltd.	Method for Preparing a Sol-Gel Resin	14788510.7	EP2989135
Bakelite UK Holding Ltd.	Methods for Preparing Stable Urea Formaldehyde Polyvinyl Alcohol Colloids	15824891	EP3172181
Bakelite UK Holding Ltd.	Alkoxyated Triazine Containing Novolac as a co-reactant polymer to generate polyureas and polyesters	18857763.9	EP3684760
Bakelite UK Holding Ltd.	Alkoxyated Triazine Containing Novolac as a co-reactant polymer to generate polyureas and polyesters	18857994.0	EP3684830
Bakelite UK Holding Ltd.	Method for Lignin Incorporation to Phenolic Resins Through Catalyst Switching	EP19744296.5	EP3799596
Bakelite UK Holding Ltd.	CATALYST SYSTEM FOR CURING PHENOLIC RESOLE RESINS	19711722.9	EP3762455
Bakelite UK Holding Ltd.	RUBBER COMPOSITIONS CONTAINING TACKIFIERS	18864275.5	EP3765538
Bakelite UK Holding Ltd.	NOVEL COMPOSITIONS AND METHODS TO PRODUCE ALKOXYLATED TRIAZINE-ARYLHYDROXY-ALDEHYDE CONDENSATES	19840663.9	(Pending)
Bakelite UK Holding Ltd.	NOVEL COMPOSITIONS AND METHODS TO PRODUCE ALKOXYLATED TRIAZINE-ARYLHYDROXY-ALDEHYDE CONDENSATES	19840750.4	EP3827040
Bakelite UK Holding Ltd.	No Emission or Low Temperature Cure of Phenolic System Without the Use of Catalyst	20826900.1	EP3986952

Exhibit A to the
Term U.S. Pledge and Security Agreement

SUPPLEMENT NO. ___ dated as of [] (this “Supplement”), to the Term U.S. Pledge and Security Agreement dated as of May 27, 2022 (the “Term U.S. Pledge and Security Agreement”), among BAKELITE UK HOLDING LTD., a private limited company incorporated in England and Wales with company number 12815027 (the “Company”), BAKELITE US HOLDCO, INC., a Delaware corporation (the “Borrower”), the other GRANTORS from time to time party thereto and GOLDMAN SACHS BANK USA, as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of May 27, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the Company, Bakelite UK Intermediate Ltd. a private limited company incorporated in England and Wales with company number 12946749, the Lenders from time to time party thereto and Goldman Sachs Bank USA, as Administrative Agent, and (b) the Term U.S. Pledge and Security Agreement.

Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Credit Agreement and the Term U.S. Pledge and Security Agreement, as applicable.

The Grantors have entered into the Term U.S. Pledge and Security Agreement in order to induce the Lenders to extend or to continue to extend credit to the Borrower. Section 5.14 of the Term U.S. Pledge and Security Agreement provides that additional Loan Parties may become Grantors under the Term U.S. Pledge and Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Person listed on the signature page hereof under the heading “New Grantor” (the “New Grantor”) is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Term U.S. Pledge and Security Agreement in order to induce the Lenders to make additional extensions of credit and as consideration for extensions of credit previously made that continue to be outstanding.

Accordingly, the Administrative Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 5.14 of the Term U.S. Pledge and Security Agreement, the New Grantor by its signature below becomes a Grantor under the Term U.S. Pledge and Security Agreement with the same force and effect as if originally named therein as a Grantor, and the New Grantor hereby agrees to all the terms and provisions of the Term U.S. Pledge and Security Agreement applicable to it as a Grantor thereunder. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Secured Obligations (as defined in the Term U.S. Pledge and Security Agreement), does hereby grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of the New Grantor’s right, title and interest in, to and under the Pledged Collateral (as defined in the Term U.S. Pledge and Security Agreement) and the Article 9 Collateral (as defined in the Term U.S. Pledge and Security Agreement). Each reference to a “Grantor” and “Subsidiary Grantor” in the Term U.S. Pledge and Security Agreement shall be deemed to include the New Grantor. The Term U.S. Pledge and Security Agreement is hereby incorporated herein by reference. The New Grantor hereby irrevocably authorizes the Administrative Agent (or its designee) at any time to file in any relevant jurisdiction any financing statements (including fixture filings) with respect to the Article 9 Collateral (as defined in the Term U.S. Pledge and Security Agreement) or any part thereof and amendments thereto that (i) describe the collateral covered hereby and by the Term U.S. Pledge and Security Agreement in any manner that the Administrative Agent reasonably determines is necessary or advisable to ensure the perfection of the security interest in the Article 9 Collateral granted under this Agreement and the Term U.S. Pledge and Security Agreement, including indicating the Collateral as “all

assets whether now owned or hereafter acquired” of the New Grantor or words of similar effect, and (ii) contain the information required by Article 9 of the Uniform Commercial Code or the analogous legislation of each applicable jurisdiction for the filing of any financing statement or amendment, including (A) in the case of a financing statement filed as a fixture filing, a sufficient description of the real property to which such Article 9 Collateral relates and (B) whether the New Grantor is an organization and the type of organization.

SECTION 2. The New Grantor hereby represents and warrants to the Administrative Agent and the other Secured Parties that (a) (i) the execution and delivery by the New Grantor of this Supplement, and the performance by the New Grantor of this Supplement and the Term U.S. Pledge and Security Agreement, have been duly authorized by all necessary corporate or other organizational action and, if required, stockholder or other equity holder action of the New Grantor, (ii) this Supplement has been duly executed and delivered by the New Grantor and (iii) each of this Supplement and the Term U.S. Pledge and Security Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the Legal Reservations, and (b) all representations and warranties set forth in the Term U.S. Pledge and Security Agreement as to the New Grantor are true and correct (i) in the case of the representations and warranties qualified as to materiality, in all respects and (ii) otherwise, in all material respects, in each case on and as of the date of this Supplement (except in the case of any such representation and warranty that expressly relates to a prior date, in which case such representation and warranty is represented and warranted by the New Grantor to be so true and correct on and as of such prior date; provided that, notwithstanding the foregoing, references therein to the “date hereof” or terms of similar import shall refer to the date of this Supplement).

SECTION 3. The New Grantor hereby represents and warrants that (a) Schedule I sets forth, as of the date hereof, the true and correct legal name of the New Grantor, its jurisdiction of formation and the location of its chief executive office, (b) Schedule II sets forth, as of the date hereof, a true and complete list of (i) all the Pledged Capital Stock owned by the New Grantor and the percentage of the issued and outstanding units of each class of the Capital Stock of the issuer thereof represented by such Pledged Capital Stock owned by the New Grantor and (ii) all the Pledged Debt Securities owned by the New Grantor and (c) Schedule III sets forth, as of the date hereof, a true and complete list of (i) all issued Patents and Patents for which applications are pending, (ii) all registered Copyrights and Copyrights for which registration applications are pending, (iii) all exclusive Copyright Licenses under which such Grantor is a licensee with respect to registered Copyrights (and Copyrights for which registration applications are pending) and (iv) all registered Trademarks and Trademarks for which registration applications are pending, in each case (A) registered with or applied for in the U.S. Patent and Trademark Office, the U.S. Copyright Office and/or the applicable United Kingdom, Germany or European Union government office and (B) specifying, true and completely, the name of the registered owner (or, if not registered, the owner), title, type, registration or application number (if applicable), expiration date, filing date or issuance date (if applicable), jurisdiction of filing or issuance (if applicable), and, in the case of Copyright Licenses, a brief description thereof, including the licensee and licensor.

SECTION 4. This Supplement may be executed in 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 of this Supplement by facsimile, emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Supplement. The words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to this Supplement shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by facsimile, emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal

effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. This Supplement shall become effective when a counterpart hereof executed on behalf of the New Grantor shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon the New Grantor and the Administrative Agent and their respective permitted successors and assigns, and shall inure to the benefit of the New Grantor, the Administrative Agent and the other Secured Parties and their respective successors and assigns, except that the New Grantor shall not have the right to assign or otherwise transfer any of its rights or obligations hereunder or any interest herein or in the Collateral (and any attempted assignment or transfer by the New Grantor shall be null and void), except as expressly provided in the Term U.S. Pledge and Security Agreement and the Credit Agreement.

SECTION 5. Except as expressly supplemented hereby, the Term U.S. Pledge and Security Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT, AND ANY CLAIM, CONTROVERSY OR DISPUTE (WHETHER IN TORT, IN CONTRACT, AT LAW OR IN EQUITY OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATED TO THIS SUPPLEMENT, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. To the extent permitted by applicable law, any provision of this Supplement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof, and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Term U.S. Pledge and Security Agreement.

SECTION 9. The provisions of Sections 5.02, 5.04, 5.05, 5.06, 5.09, 5.10 and 5.17 of the Term U.S. Pledge and Security Agreement are hereby incorporated by reference herein as if set forth in full force herein, mutatis mutandis.

IN WITNESS WHEREOF, the New Grantor and the Administrative Agent have duly executed this Supplement to the Term U.S. Pledge and Security Agreement as of the day and year first above written.

New Grantor:

[NAME OF NEW GRANTOR],

by

Name:

Title:

[Signature Page to Supplement No. ____ to Term U.S. Pledge and Security Agreement]

GOLDMAN SACHS BANK USA, as Administrative
Agent,

by

Name:

Title:

[Signature Page to Supplement No. ____ to Term U.S. Pledge and Security Agreement]

Schedule I
to Supplement No. __ to
the Term U.S. Pledge and Security Agreement

NEW GRANTOR INFORMATION

<u>Name</u>	<u>Jurisdiction of Organization / Formation / Incorporation</u>	<u>Location of Chief Executive Office / Registered Office</u>

Schedule II
to Supplement No. __ to
the Term U.S. Pledge and Security Agreement

PLEDGED CAPITAL STOCK

Grantor	Issuer	Type of Organization	Type of Capital Stock	Percentage of Capital Stock Owned	Certificate No. (if uncertificated, please indicate so)

PLEDGED DEBT SECURITIES

Grantor	Issuer	Principal Amount	Maturity Date

INTELLECTUAL PROPERTY

I. Patents

Grantor	Country	Title	Application Number	Application Filing Date	Registration Number	Grant Date

II. Patent Applications

Grantor	Country	Title	Application Number	Application Filing Date

III. Copyrights

Grantor	Country	Title	Application Number	Application Filing Date	Registration/ Renewal Number	Registration/ Renewal Date

IV. Copyright Applications

Grantor	Country	Title	Application Number	Application Filing Date

V. Exclusive Copyright Licenses (where a Grantor is an exclusive licensee)

Grantor	Country	Title	Application Number	Application Filing Date	Registration/ Renewal Number	Registration/ Renewal Date	License Description (including licensor and licensee)

VI. Trademarks

Grantor	Country	Trademark	Application Number	Application Date	Registration Number	Registration Date

VII. Trademark Applications

Grantor	Country	Trademark	Application Number	Application Date

Exhibit B to
the Term U.S. Pledge and Security Agreement

[FORM OF] PATENT AND TRADEMARK SECURITY
AGREEMENT dated as of [] (this “Agreement”), among [] and
GOLDMAN SACHS BANK USA, as Administrative Agent.

Reference is made to the Credit Agreement dated as of May 27, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Bakelite US Holdco, Inc., Bakelite UK Holding Ltd., Bakelite UK Intermediate Ltd., the Lenders from time to time party thereto and Goldman Sachs Bank USA, as Administrative Agent, and (b) the U.S. Security Agreement referred to therein. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors party hereto are (or are Affiliates of) the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and as consideration for extensions of credit previously made that continue to be outstanding. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the U.S. Security Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment and performance in full of the Secured Obligations, each Grantor pursuant to the U.S. Security Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Patent and Trademark Collateral”):

(a) (i) all letters patent of the United States or the equivalent thereof (including industrial designs) in any other country, supranational authority or any political subdivision of the foregoing, all registrations and recordings thereof and all applications for letters patent of the United States or the equivalent thereof (including industrial designs) in any other country, supranational authority or any political subdivision of any of the foregoing, including, in the case of any Grantor, any of the foregoing set forth under its name on Schedule I hereto, and (ii) all reissues, continuations, divisionals, continuations-in-part, reexaminations, supplemental examinations, inter partes reviews, renewals, substitutions, adjustments or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, have made, use, offer to use, sell, offer to sell, dispose, offer to dispose of, import or export the inventions disclosed or claimed therein; and

(b) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, other source or business identifiers, designs and general intangibles of like nature, 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 similar office in any state of the United States or any other country, supranational authority or any political subdivision of any of the foregoing, all extensions or renewals thereof, and all common law rights related thereto, including, in the case of any Grantor, any of the foregoing set forth under its name on Schedule II hereto, (ii) all goodwill associated

therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Intellectual Property License. Pursuant to the U.S. Security Agreement, for the purpose of enabling the Administrative Agent to exercise rights and remedies under Article IV of the U.S. Security Agreement at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor has granted to the Administrative Agent, to the extent of such Grantor's right and effective only during the continuance of an Event of Default, for the benefit of the Secured Parties, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Grantors, but subject, in the case of Trademarks, to sufficient rights to quality control and inspection in favor of such Grantor to avoid the risk of invalidation of such Trademarks) to exploit, license or sublicense any of the Article 9 Collateral consisting of Intellectual Property owned as of the date of the U.S. Security Agreement or thereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation, printout, display, transfer, disclosure, processing or sharing thereof and the usernames, passwords and related information required to access the foregoing, the right to prosecute and maintain all such Intellectual Property and the right to sue for infringement of such Intellectual Property.

SECTION 4. U.S. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance of, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the U.S. Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent and Trademark Collateral are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the U.S. Security Agreement, the terms of the U.S. Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in 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 of this Agreement by facsimile, emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by facsimile, emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be.

SECTION 6. Incorporation by Reference. The provisions of Sections 5.02, 5.04, 5.05, 5.06, 5.09, 5.10 and 5.17 of the U.S. Security Agreement are hereby incorporated by reference herein as if set forth in full force herein, mutatis mutandis.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the
day and year first above written.

[]

by

Name:

Title:

[]

by

Name:

Title:

[Signature Page to the Term Patent and Trademark Security Agreement]

GOLDMAN SACHS BANK USA, as
Administrative Agent,

by

Name:
Title:

[*Signature Page to the Term Patent and Trademark Security Agreement*]

SCHEDULE I

PATENTS

I. U.S. Patents

Grantor	Country	Title	Application Number	Application Filing Date	Registration Number	Grant Date

II. U.S. Patent Applications

Grantor	Country	Title	Application Number	Application Filing Date

SCHEDULE II
TRADEMARKS

I. U.S. Trademarks

Grantor	Country	Trademark	Application Number	Application Date	Registration Number	Registration Date

II. U.S. Trademark Applications

Grantor	Country	Trademark	Application Number	Application Date

Exhibit C to
the Term U.S. Pledge and Security Agreement

[FORM OF] COPYRIGHT SECURITY AGREEMENT dated as
of [] (this “Agreement”), among [] and GOLDMAN SACHS BANK
USA, as Administrative Agent.

Reference is made to the Credit Agreement dated as of May 27, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Bakelite US Holdco, Inc., Bakelite UK Holding Ltd., Bakelite UK Intermediate Ltd., the Lenders from time to time party thereto and Goldman Sachs Bank USA, as Administrative Agent, and (b) the U.S. Security Agreement referred to therein. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors party hereto are (or are Affiliates of) the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and as consideration for extensions of credit previously made that continue to be outstanding. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the U.S. Security Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment and performance in full of the Secured Obligations, each Grantor pursuant to the U.S. Security Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Copyright Collateral”):

(i) all copyright rights in any work subject to or protected by the copyright laws of the United States or any other country, supranational authority or any political subdivision of any of the foregoing, whether as author, assignee, transferee or otherwise, (ii) all registrations and applications for registration of any such copyright in the United States or any other country, supranational authority or any political subdivision of any of the foregoing, including recordings, supplemental registrations, and renewals or extensions in the United States Copyright Office or any similar office in any other country, supranational authority or any political subdivision of any of the foregoing, including, in the case of any Grantor, any of the foregoing set forth under its name on Schedule I hereto, and (iii) any other adjacent or other rights related or appurtenant to the foregoing, including moral rights; and

(ii) all exclusive Copyright Licenses under which any Grantor is a licensee, including, in the case of any Grantor, any of the foregoing set forth next to its name on Schedule I hereto.

SECTION 3. Intellectual Property License. Pursuant to the U.S. Security Agreement, for the purpose of enabling the Administrative Agent to exercise rights and remedies under Article IV of the U.S. Security Agreement at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor has granted to the Administrative Agent, to the extent of such Grantor’s right and effective only during the continuance of an Event of Default, for the benefit of the Secured Parties, an irrevocable, nonexclusive perpetual license (exercisable without payment of royalty or other compensation to the Grantors) to exploit, license or sublicense any of the Article 9 Collateral

consisting of Intellectual Property owned as of the date of the U.S. Security Agreement or thereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation, printout, display, transfer, disclosure, processing or sharing thereof and the usernames, passwords and related information required to access the foregoing, the right to prosecute and maintain all such Intellectual Property and the right to sue for infringement of such Intellectual Property.

SECTION 4. U.S. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance of, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the U.S. Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Copyright Collateral are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the U.S. Security Agreement, the terms of the U.S. Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in 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 of this Agreement by facsimile, emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to this Agreement shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by facsimile, emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be.

SECTION 6. Incorporation by Reference. The provisions of Sections 5.02, 5.04, 5.05, 5.06, 5.09, 5.10 and 5.17 of the U.S. Security Agreement are hereby incorporated by reference herein as if set forth in full force herein, mutatis mutandis.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the
day and year first above written.

[]

by

Name:

Title:

[]

by

Name:

Title:

[Signature Page to the Term Copyright Security Agreement]

GOLDMAN SACHS BANK USA, as
Administrative Agent,

by

Name:

Title:

[Signature Page to the Term Copyright Security Agreement]

SCHEDULE I

COPYRIGHTS

I. United States Copyrights

Grantor	Country	Title	Application Number	Application Filing Date	Registration/ Renewal Number	Registration/ Renewal Date

II. United States Copyright Applications

Grantor	Country	Title	Application Number	Application Filing Date

III. United States Exclusive Copyright Licenses (where a Grantor is an exclusive licensee)

Grantor	Country	Title	Application Number	Application Filing Date	Registration/ Renewal Number	Registration/ Renewal Date	License Description (including licensor and licensee)