



**Registration of a Charge**

Company Name: **VALTRIS SPECIALTY CHEMICALS LIMITED**

Company Number: **00995767**



Received for filing in Electronic Format on the: **09/08/2022**

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**Details of Charge**

Date of creation: **01/08/2022**

Charge code: **0099 5767 0015**

Persons entitled: **CERBERUS BUSINESS FINANCE AGENCY, LLC**

Brief description:

**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: **SQUIRE PATTON BOGGS (UK) LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 995767

Charge code: 0099 5767 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st August 2022 and created by VALTRIS SPECIALTY CHEMICALS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th August 2022 .

Given at Companies House, Cardiff on 11th August 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**

I certify that this is a true and accurate copy of the original instrument

Farzaan Ijaz *Farzaan Ijaz*

Date: August 5, 2022

EXECUTION VERSION

ASSIGNMENT FOR SECURITY – TRADEMARKS

August 1, 2022

WHEREAS, Valtris Specialty Chemicals Limited (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated August 1, 2022 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"; capitalized terms used herein and not otherwise defined herein having the respective meanings assigned to them in the Security Agreement or the Financing Agreement (as defined in the Security Agreement), as applicable), in favor of Cerberus Business Finance Agency, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and permitted assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof, in all cases to the extent constituting Collateral (as defined in the Security Agreement) (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does under this assignment (this "Assignment") hereby pledge and grants to the Assignee, for the benefit of the Assignee and the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that any provision of this Assignment is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

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

ASSIGNOR:

VALTRIS SPECIALTY CHEMICALS LIMITED

By: 

Name: Paul Angus

Title: Director

COLLATERAL AGENT:

CERBERUS BUSINESS FINANCE AGENCY,  
LLC



By:

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Name: Daniel E. Wolf

Title: Senior Managing Director

SCHEDULE A TO ASSIGNMENT FOR SECURITY

TRADEMARKS

1. Registered Trademarks

Trademark	Country	App. No.	Appl. Date	Reg. No.	Reg. Date	Owner
AKCROSTAB	United States of America	79022972 <sup>1</sup>	2/23/2006	3283215 International Registration Number: 0882266	8/21/2007	VALTRIS SPECIALTY CHEMICALS LIMITED
INTERSTAB	United States of America	73037691	11/21/1974	1023004	10/21/1975	VALTRIS SPECIALTY CHEMICALS LIMITED
VULCABOND	United States of America	73563895	10/18/1985	1423493	1/6/1987	VALTRIS SPECIALTY CHEMICALS LIMITED

2. Trademark Applications

None.

3. Material Trademark Licenses

None.

Owned by Valtris Specialty Chemicals Limited

<sup>1</sup> App. No. 79022972 is an International Registration.