

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3019220

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
DYNAMIC PAINT PRODUCTS INC.	08/22/2014
RECEIVING PARTY DATA	
Name:	THE MERIT DISTRIBUTION GROUP, LLC
Street Address:	1310 UNION STREET
City:	SPARTANBURG
State/Country:	SOUTH CAROLINA
Postal Code:	29302
Name:	REGIONS BANK
Street Address:	1180 WEST PEACHTREE STREET NE
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30309
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	6742213
Patent Number:	D441537
Patent Number:	D448178
Patent Number:	D453628
Patent Number:	D466310
Patent Number:	D466699
Patent Number:	D470315
Patent Number:	D475203
Patent Number:	D475204
Patent Number:	D475535
Patent Number:	D475536
Application Number:	12264482
CORRESPONDENCE DATA	
Fax Number:	
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent	
PATENT	

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: david.schalk@kattenlaw.com
Correspondent Name: DAVID SCHALK
Address Line 1: 575 MADISON AVENUE
Address Line 2: KATTEN MUCHIN ROSENMAN LLP
Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	345510-00004
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NAME OF SUBMITTER:	DAVID SCHALK
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SIGNATURE:	/David Schalk/
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DATE SIGNED:	09/11/2014
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Total Attachments: 17

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CANADIAN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Canadian Intellectual Property Security Agreement (as amended, supplemented, restated, extended, renewed, or replaced from time to time, this “**Agreement**”), granted by Dynamic Paint Products Inc., a corporation organized under the laws of Ontario, Canada (the “**Grantor**”) to **THE MERIT DISTRIBUTION GROUP, LLC**, an Illinois limited liability company, as Lender (together with its successors and assigns in such capacity, the “**Lender**”), is made as of August 22, 2014.

RECITALS:

WHEREAS, the Grantor is party to the Canadian Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified, the “**PSA**”), in favour of the Lender;

AND WHEREAS, the Lender will assign its right, title and interest in the PSA and this Agreement to Regions Bank (the “**Assignee**”);

AND WHEREAS, the Lender may wish to record this Agreement with the Canadian Intellectual Property Office (“**CIPO**”) and with the United States Patent and Trademarks Office;

THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Grantor hereby agrees with the Lender as follows:

SECTION 1. Defined Terms. Initially capitalized terms used but not defined in this Agreement have the same meanings as in the PSA.

SECTION 2. Grant of Security Interest in Intellectual Property. As continuing security for the payment and performance of each of the Secured Obligations, the Grantor hereby grants to the Lender a continuing, specific and fixed security interest (the “**IP Security Interest**”) in all of the Grantor’s right, title and interest in, to and under all of the following Intellectual Property Rights of the Grantor:

- (a) the Trade-marks listed on Schedule A attached hereto;
- (b) the Patents listed on Schedule B attached hereto; and
- (c) the Copyrights listed on Schedule C attached hereto;

(collectively, the “**IP Collateral**”).

SECTION 3. Security Agreement. The IP Security Interest is granted in conjunction with the security interests granted pursuant to the PSA, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the IP Security Interest in the IP Collateral are more fully set forth in the PSA, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. Termination. Upon termination of the commitments in respect of all Secured Obligations and full and final payment and performance of the Secured Obligations, the Lender shall, upon request in writing by the Grantor and at the expense of the Grantor, cancel and discharge the IP Security Interest and execute and deliver to the Grantor such documents as shall be requisite to discharge the IP Security Interest.

SECTION 5. Governing Law. This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario without prejudice to or limitation of any other rights or remedies available under the laws of any jurisdiction where property or assets of the Grantor may be found.

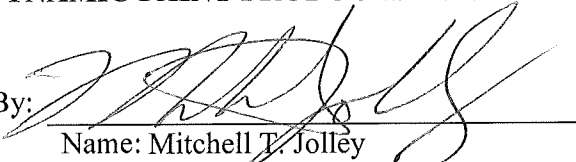
SECTION 6. Assignment. The Lender may assign all of its rights and obligations under this Agreement including to the Assignee. The Grantor shall not assign this Agreement or any of its rights or obligations under this Agreement. This Agreement shall enure to the benefit of the Lender and its successors (including any successor by reason of amalgamation) and assigns and shall be binding on the Grantor, and its successors (including any successor by reason of amalgamation).

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IN WITNESS OF WHICH, the Grantor and Lenders have duly executed this Agreement:

GRANTOR:

DYNAMIC PAINT PRODUCTS INC.

By: 
Name: Mitchell T. Jolley
Title: President

LENDER:

**THE MERIT DISTRIBUTION GROUP,
LLC**

By: 

Name: John Hudgins

Title: Vice President of Finance

SCHEDULE A
TRADE-MARKS

CANADIAN TRADE-MARKS

<u>Trade Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Paint Wizard and Design	TMA556637	January 21, 2002
PTC Pro-Tint	TMA337912	March 11, 1988
Dynamic	TMA611178	May 26,2004
Paintware	TMA634536	March 7, 2005
Get Painting	TMA634838	March 10, 2005
Dyna Pro Design	TMA 638802	May 2, 2005
Titan	TMA639014	May 3, 2005
Half-Pint Pro Design	TMA652075	November 1, 2005
Half-Pint	TMA652153	November 2, 2005
Half-Pint Design	TMA652218	November 3, 2005
Half-Pint Pro	TMA652216	November 3, 2005
Sovereign	TMA653248	November 22, 2005
Stubby Pro Design	TMA721512	August 21, 2008
Stubby	TMA724006	September 18, 2008
Enviro-Pail	TMA735198	February 25, 2009
Enviro-Roller	TMA735196	February 25, 2009
Rouleau-Enviro	TMA735199	February 25, 2009
Seau-Enviro	TMA735197	February 25, 2009
Ensemble-Enviro	TMA739847	May 11, 2009
Enviro-Kit	TMA739854	May 11, 2009
Peintoutils	TMA783955	December 2, 2010
Picture of a roller	TMA815498	January 13, 2012

Enviro-Paintware	TMA761694	March15, 2010
Paint Pal	TMA810171	October 25, 2011
Enviro-Tray	TMA761695	March 15, 2010
Paint Pal & Design	TMA438640	February 3, 1995

UNITED STATES TRADEMARKS

<u>Trade Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Class</u>
Enviro-Kit	3720694	December 8, 2009	16
Eniro-roller	3720693	December 8, 2009	16
Stubby	3045073	January 17, 2006	16
Paintware	3108273	June 20, 2006	02, 03, 08, 16, 17, 19, 21, 22
<i>Picture of a roller</i>	3924366	February 22, 2011	16
Stubby Pro Design	3234337	April 24, 2007	16
Half-Pint	3242903	May 15, 2007	16
Half-Pint Pro	3259176	July 3, 2007	16
Get Painting	3386167	February 19, 2008	8,16,21
Dynamic Design	2531101	January 22, 2002	02
Paint Wizard Design	2800612	December 30, 2003	06,16
Paint Pal	3179197	December 6, 2006	16
Dynamic	3762998	March 23, 2010	16, 21
Enviro-Tray	3803822	June 15, 2010	16

Enviro-Paintware	3850627	September 21, 2011	08,16
Flowline	2580581	June 18, 2002	16

SCHEDULE B

PATENTS

CANADIAN PATENTS

<u>Patent</u>	<u>Registration No.</u>	<u>Issue Date</u>
Ergonomic Handle	CA 2287215	July 15, 2008

UNITED STATES PATENTS

<u>Patent</u>	<u>Registration No.</u>	<u>Issue Date</u>
Ergonomic Handle	6,742,213	June 1, 2004
Paint Brush w/ Ergonomic Handle	D441,537	May 8, 2001
Paint Brush	D448,178	September 25, 2001
Ergonomic Handle	D453,628	February 19, 2002
Paint Brush Handle	D466,310	December 3, 2002
Paint Brush Handle	D466,699	December 10, 2002
Paint Brush Handle	D470,315	February 18, 2003
Paint Brush Handle	D475,203	June 3, 2003
Paint Brush Handle	D475,204	June 2, 2003
Paint Brush	D475,535	June 10, 2003
Paint Brush	D475,536	June 10, 2003
Brush Head Rotating and Tilting System	N/A Application No. 12/264,482	(Abandoned)

SCHEDULE C

COPYRIGHTS

Nil.

**COLLATERAL ASSIGNMENT OF DPP CANADA INTERCOMPANY NOTE AND DPP
CANADA INTERCOMPANY NOTE SECURITY DOCUMENTS**

August 22, 2014

FOR TEN DOLLARS (\$10.00) and other valuable consideration, receipt whereof is acknowledged, the undersigned, **THE MERIT DISTRIBUTION GROUP, LLC**, an Illinois limited liability company ("Opco"), hereby assigns to **REGIONS BANK**, an Alabama bank, a security interest in, that certain Secured Intercompany Note dated the date hereof (the "DPP Canada Intercompany Note"), by Dynamic Paint Products Inc., a corporation organized under the laws of Ontario, Canada ("Payor") in favor of Opco, [REDACTED] the Pledge and Security Agreement dated as of the date hereof (the "Security Agreement"), by Payor in favor of Opco, the Canadian Intellectual Property Security Agreement by Payor in favor of Opco, [REDACTED] and any other agreement or instrument executed by Payor granting Opco a security interest or Lien in any property to secure Payor's obligations under the DPP Canada Intercompany Note (collectively, the "DPP Canada Intercompany Note Security Documents").

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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IN WITNESS WHEREOF, Opco has caused this Agreement to be signed, sealed and delivered on the day and year first above written.

OPCO:

THE MERIT DISTRIBUTION GROUP, LLC

By: 
John Hudgins, Vice President of Finance

[Signatures continue on following page.]

LENDER:

REGIONS BANK

By 

Elizabeth L. Schoen, Senior Vice President

ACKNOWLEDGMENT AND AGREEMENT

The undersigned hereby acknowledges receipt of a copy of the within and foregoing Collateral Assignment of DPP Canada Intercompany Note and DPP Canada Intercompany Note Security Documents and consents to the terms thereof. Payment in respect of the DPP Canada Intercompany Note on or after the date hereof shall not discharge or operate to satisfy any indebtedness evidenced by the DPP Canada Intercompany Note unless such payment is made in accordance with the terms of the Collateral Assignment of DPP Canada Intercompany Note and DPP Canada Intercompany Note Security Documents.

[Remainder of page intentionally left blank;
signature appears on the following page.]

Dated as of the date of the Collateral Assignment of DPP Canada Intercompany Note and DPP Canada Intercompany Note Security Documents.

DYNAMIC PAINT PRODUCTS INC.

By 

Mitchell T. Jolley, President

Acknowledgment and Agreement to Collateral Assignment of DPP Canada Intercompany Note or the DPP Canada Intercompany Note Security Documents -- Merit