

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4933291

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
DOMINION COLOUR CORPORATION	04/25/2018
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	22 ADELAIDE STREET WEST, SUITE 2200
Internal Address:	BAY ADELAIDE EAST
City:	TORONTO, ONTARIO
State/Country:	CANADA
Postal Code:	M5C 1X3
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	5874580
Patent Number:	5886160
Patent Number:	6013776
Patent Number:	6013777
Patent Number:	6127549
Patent Number:	6261359
Patent Number:	6271401
Patent Number:	6827775
Patent Number:	6827774
Patent Number:	7077898
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	614-280-3566
Email:	james.murray@wolterskluwer.com
Correspondent Name:	JAMES MURRAY
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Address Line 4:	COLUMBUS, OHIO 43219

PATENT

NAME OF SUBMITTER:	JOANNE BL ARNOLD
SIGNATURE:	/Joanne BL Arnold/
DATE SIGNED:	04/26/2018
Total Attachments: 7 source=Patent Security Agreement Submission_V_1#page1.tif source=Patent Security Agreement Submission_V_1#page2.tif source=Patent Security Agreement Submission_V_1#page3.tif source=Patent Security Agreement Submission_V_1#page4.tif source=Patent Security Agreement Submission_V_1#page5.tif source=Patent Security Agreement Submission_V_1#page6.tif source=Patent Security Agreement Submission_V_1#page7.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this 25th day of April, 2018, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, Agent and the Lender Group provide a senior secured revolving credit facility to Dominion Colour Corporation (USA), a New Jersey corporation (“DCC US”), Lansco Colors LLC, a Delaware limited liability company (“Lansco” and together with DCC US and any other Person organized under the laws of a jurisdiction in the United States that becomes party hereto as a Borrower, each a “US Borrower” and collectively “US Borrowers”), Dominion Colour Corporation, an Ontario corporation (“DCC Canada”), Monteith Inc., an Ontario corporation (“Monteith” and together with DCC Canada, and any other Person organized under the laws of a jurisdiction in Canada that becomes party hereto as a Borrower, each a “Canadian Borrower” and collectively “Canadian Borrowers”) as set forth in the Credit Agreement, dated of even date herewith, by and among US Borrowers, Canadian Borrowers, H.I.G. Colors, Inc., a Delaware corporation (“Holdings”), DCC Finance, L.L.C., a Delaware limited liability company (“DCC Finance”), Lansco Holdings, Inc., a Delaware corporation (“Lansco Holdings” and together with Holdings, DCC Finance and any other Person that becomes a Guarantor, each a “Guarantor” and collectively, “Guarantors”), the lenders party thereto as Lenders (each of such Lenders, together with its successors and assigns, each a “Lender”, and collectively, “Lenders”) and Agent (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain US Guaranty and Security Agreement, dated as of April 25, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group

and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):

- (a) all of its United States Patents to which it is a party including those referred to on Schedule I;
- (b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any such Patent, including the right to receive damages, or right to receive license fees, royalties, and other compensation that constitutes a Patent Related Asset.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart

of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

DOMINION COLOUR CORPORATION

By: 

Name: Caroline Kung

Title: Vice President and Secretary

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 
Name: ERICA GENTILE
Its Authorized Signatory

[Signature Page to US Patent Security Agreement (Dominion)]

PATENT
REEL: 046022 FRAME: 0553

SCHEDULE I
to
PATENT SECURITY AGREEMENT

United States Patents

Grantor	Patent	Patent No.	Date of Issuance / Registration
Dominion Colour Corporation	Fluorescent perylene pigments	5,874,580	February 23, 1999
Dominion Colour Corporation	Fluorescent pigments	5,886,160	March 23, 1999
Dominion Colour Corporation	Fluorescent azo pigments	6,013,776	January 11, 2000
Dominion Colour Corporation	Process for the preparation of fluorescent pigments	6,013,777	January 11, 2000
Dominion Colour Corporation	Fluorescent indigo pigments	6,127,549	October 3, 2000
Dominion Colour Corporation	Fluorescent pigments	6,261,359	July 17, 2001
Dominion Colour Corporation	Fluorescent anthraquinoid pigments	6,271,401	August 7 , 2001
Dominion Colour Corporation	Rheology improvers and pigment compositions having improved rheology	6,827,775	December 7, 2004
Dominion Colour Corporation	Rheology improvers and pigment compositions having improved rheology	6,827,774	December 7, 2004
Dominion Colour Corporation	Black pigment compositions	7,077,898	July 18, 2006