

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5554325

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUPPLEMENTAL SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
DIVERSEY, INC.	06/04/2019

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
Street Address:	ELEVEN MADISON AVENUE, 9TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010

PROPERTY NUMBERS Total: 22

Property Type	Number
Application Number:	16017531
Application Number:	16067851
Application Number:	16037749
Application Number:	16043763
Application Number:	16043937
Application Number:	16048973
Application Number:	16081521
Application Number:	16148597
Application Number:	16154296
Application Number:	16096420
Application Number:	62753217
Application Number:	62756339
Application Number:	16302208
Application Number:	16194493
Application Number:	16207497
Application Number:	16310480
Application Number:	62780518
Application Number:	16311807
Application Number:	62786176
Application Number:	16237398

PATENT

Property Type	Number
Application Number:	16266410
Application Number:	16324617

CORRESPONDENCE DATA

Fax Number: (800)914-4240

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT CORPORATION

Address Line 1: 4400 EASTON COMMONS WAY

Address Line 2: SUITE 125

Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER: ELAINE CARRERA

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 06/04/2019

Total Attachments: 7

- source=Diversey (Bain) - Supplemental Grant of Security Interest inPatents 6.4.19#page1.tif
- source=Diversey (Bain) - Supplemental Grant of Security Interest inPatents 6.4.19#page2.tif
- source=Diversey (Bain) - Supplemental Grant of Security Interest inPatents 6.4.19#page3.tif
- source=Diversey (Bain) - Supplemental Grant of Security Interest inPatents 6.4.19#page4.tif
- source=Diversey (Bain) - Supplemental Grant of Security Interest inPatents 6.4.19#page5.tif
- source=Diversey (Bain) - Supplemental Grant of Security Interest inPatents 6.4.19#page6.tif
- source=Diversey (Bain) - Supplemental Grant of Security Interest inPatents 6.4.19#page7.tif

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Diversey, Inc.

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) June 4, 2019

- Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other Supplemental Security Agreement

2. Name and address of receiving party(ies)

Name: Credit Suisse AG, Cayman Islands Branch

Internal Address: _____

Street Address: Eleven Madison Avenue, 9th Floor

City: New York

State: NY

Country: USA Zip: 10010

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

See Schedule A

See Schedule A

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: 22

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized UserName _____

9. Signature:

Elaine Carrera

Signature

June 4, 2019

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

SUPPLEMENTAL GRANT OF
SECURITY INTEREST IN PATENT

This SUPPLEMENTAL GRANT OF SECURITY INTEREST IN PATENT, dated as of June 4, 2019 (this “Agreement”), is made by Diversey, Inc., a Delaware corporation (Grantor”), in favor of the Collateral Agent for the benefit of the Secured Parties from time to time party to the Credit Agreement, dated as of September 6, 2017 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the “Credit Agreement”), among BCPE DIAMOND NETHERLANDS TOPCO B.V., a private limited liability company (besloten vennootschap met beperkte aansprakelijkheid) incorporated under laws of the Netherlands, having its statutory seat in Amsterdam, the Netherlands, registered office at Strawinskylaan 1209, Toren A, 12th floor, 1077XX Amsterdam, the Netherlands and registered under number 68636059 (“Holdings”), DIAMOND (BC) B.V., a private limited liability company (besloten vennootschap met beperkte aansprakelijkheid) incorporated under laws of the Netherlands, having its statutory seat in Amsterdam, the Netherlands, registered office at Strawinskylaan 1209, Toren A, 12th floor, 1077XX Amsterdam, the Netherlands and registered under number 68305133 (the “Borrower”), the Lenders from time to time party thereto, Credit Suisse AG, Cayman Islands Branch, as the Administrative Agent, the Collateral Agent, a Letter of Credit Issuer and a Lender, and the other parties party thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make their respective loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries of the Borrower that become a party thereto, have executed and delivered a Security Agreement, dated as of September 6, 2017 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor has pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Patents, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Letter of Credit Issuer to make their respective Extensions of Credit to Holdings, the Borrower and the Restricted Subsidiaries, as applicable, and to induce one or more Cash Management Banks, Bank Product Providers or Hedge Banks to enter into Secured Cash Management Agreements, Secured Bank Product Agreements or Secured Hedge Agreements, respectively, with Holdings, the Borrower and/or the Restricted Subsidiaries, Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, Grantor hereby grants a security interest in all of its right, title and interest in, to and under the Patents, to the extent owned by Grantor, that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for payment when due of the Obligations.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.5 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Patents of such Grantor under this Grant of Security Interest in Patents.

5. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

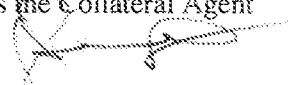
DIVERSEY, INC., as a Grantor

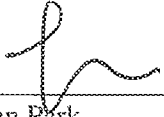
By: 

Name: R. Merritt Coats, Jr.

Title: Treasurer - DIVERSEY, INC.

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as the Collateral Agent

By: 
Name: Judith E. Smith
Title: Authorized Signatory

By: 
Name: Joan Park
Title: Authorized Signatory

SCHEDULE A

U.S. Patent Registrations and Applications

OWNER	APPLICATION NUMBER FILING DATE	PUBLICATION NUMBER PUBLICATION DATE	TITLE
Diversey, Inc.	16/017531 25-Jun-18	2018-0373273 27-Dec-2018	DILUTION ADJUSTMENT SYSTEM AND METHOD
Diversey, Inc.	16/067851 3-Jul-18	2019-0008350 10-Jan-2019	FLOOR CLEANING DEVICE
Diversey, Inc.	16/037749 17-Jul-18	2019-0015859 17-Jan-2019	FLUID DISPENSING APPARATUS AND METHOD
Diversey, Inc.	16/043763 24-Jul-18	2019-0090104 21-Mar-2019	SYSTEM AND METOD OF GEO-LOCATING MOBILE APPARATUS
Diversey, Inc.	16/043937 24-Jul-18	2018-0325342 15-Nov-2018	CLEANING DEVICE WITH SINGLE TANK RECYCLING SYSTEM
Diversey, Inc.	16/048973 30-Jul-18		Confidential
Diversey, Inc.	16/081521 31-Aug-18		Confidential
Diversey, Inc.	16/148597 1-Oct-18	2019-0022261 24-Jan-2019	Object Decontamination Apparatus and Method
Diversey, Inc.	16/154296 8-Oct-18	2019-0046676 14-Feb-2019	Decontamination Cover for Decontaminating an Object
Diversey, Inc.	16/096420 25-Oct-18		Confidential
Diversey, Inc.	62/753217 31-Oct-18		Confidential
Diversey, Inc.	62/756339 6-Nov-18		Confidential

OWNER	APPLICATION NUMBER FILING DATE	PUBLICATION NUMBER PUBLICATION DATE	TITLE
Diversey, Inc.	16/302208 16-Nov-18		Confidential
Diversey, Inc.	16/194493 19-Nov-18	2019-0082921 21-Mar-2019	FLOOR CLEANING APPARATUS AND METHOD OF CLEANING A FLOOR
Diversey, Inc.	16/207497 3-Dec-18	2019-0091882 28-Mar-2019	LONG RANGE SONAR
Diversey, Inc.	16/310480 17-Dec-18		Confidential
Diversey, Inc.	62/780518 17-Dec-18		Confidential
Diversey, Inc.	16/311807 20-Dec-18		Confidential
Diversey, Inc.	62/786176 28-Dec-18		Confidential
Diversey, Inc.	16/237398 31-Dec-18	2019-0134575 9-May-2019	MULTIPLE FUNCTION DISPENSER
Diversey, Inc.	16/266410 4-Feb-19		Confidential
Diversey, Inc.	16/324617 11-Feb-19		Confidential