

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436361

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Senoret Chemical Company		06/21/2017	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as collateral agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3674143	ALL OUT	
Registration Number:	4448387	DEADSET	
Registration Number:	4378675	SWEENEY'S	
Registration Number:	4376111	SWEENEY'S POISON PEANUTS	
Registration Number:	0283605	TERRO	
Registration Number:	2831593	TERRO	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	040896-0069		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		

OP \$165.00 3674143

DATE SIGNED:	07/24/2017
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 21, 2017 (this "Trademark Security Agreement"), is made by Senoret Chemical Company, a Missouri corporation (the "Grantor"), in favor of Ares Capital Corporation (in its individual capacity, "Ares"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 21, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Lenders from time to time party thereto, Ares, as administrative agent, collateral agent, and revolver agent for the Lenders and Ares Capital Management LLC and Varagon Capital Partners L.P. as joint lead arrangers and joint bookrunners, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement, dated as of June 21, 2017, in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantor agreed to execute and this Trademark Security Agreement, in order to record the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following (collectively, the "Trademark Collateral"):

- a. all of its Trademarks, including, without limitation, those referred to on Schedule I hereto;
- b. all renewals and extensions of the foregoing;

c. all goodwill of the business connected with the use of, and symbolized by, each of the foregoing;

d. all rights to sue or otherwise recover at law or in equity for any past, present or future infringement, dilution or other violation or impairment thereof; and

e. all income, royalties, proceeds, damages and liabilities at any time due or payable or asserted under and with respect to any of the foregoing.

Notwithstanding anything contained herein, the foregoing grant of security interest shall not apply to any United States "intent to use" Trademark applications for which a statement of use or affidavit of use has not been filed with and accepted by the United States Patent and Trademark Office (but only until such statement or affidavit is filed and accepted by the United States Patent and Trademark Office).

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Successors and Assigns. The provisions of this Trademark Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

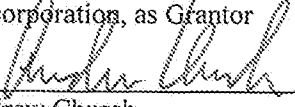
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

- Remainder of page intentionally blank; signature page follows -

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SENORET CHEMICAL COMPANY,
a Missouri corporation, as Grantor

By: 
Name: Andrew Church
Title: Chief Financial Officer and Secretary


ACCEPTED AND AGREED as of the date first above written:

ARES CAPITAL CORPORATION,
as Collateral Agent

By: _____
Name: Mitchell Goldstein
Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

TRADEMARK	COUNTRY	APPL. NO. FILING DATE	REG. NO. REG. DATE	GRANTOR
ALL OUT	US	77/494159 6/9/2008	3674143 8/25/2009	SENORET CHEMICAL COMPANY
DEADSET	US	85/548756 2/21/2012	4448387 12/10/2013	SENORET CHEMICAL COMPANY
SWEENEY'S	US	85/650750 6/13/2012	4378675 8/6/2013	SENORET CHEMICAL COMPANY
SWEENEY'S POISON PEANUTS	US	85/805696 12/18/2012	4376111 7/30/2013	SENORET CHEMICAL COMPANY
TERRO (STYLIZED) TERRO	US	71/305246 9/2/1930	0283605 6/2/1931	SENORET CHEMICAL COMPANY
TERRO AND DESIGN 	US	76/503867 4/4/2003	2831593 4/13/2004	SENORET CHEMICAL COMPANY