

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583952

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DuBois Chemicals, Inc.		06/30/2020	Corporation: DELAWARE
Eldon Water Holdings, Inc.		06/30/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP, as Collateral Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4696247	DEMAND DELIVERY	
Serial Number:	88537073	VRD	
Serial Number:	88537074	VENTURI REDUCTION DEVICE	
CORRESPONDENCE DATA			
Fax Number:	2125305219		
<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:	2125305096		
Email:	dcip@milbank.com		
Correspondent Name:	Milbank LLP		
Address Line 1:	55 Hudson Yards		
Address Line 2:	Attn: Nathaniel T. Browand		
Address Line 4:	New York, NEW YORK 10001-2163		
ATTORNEY DOCKET NUMBER:	57000.00033		
NAME OF SUBMITTER:	Nathaniel T. Browand		
SIGNATURE:	/Nathaniel T. Browand/		
DATE SIGNED:	06/30/2020		

CH \$90.00 4696247

Total Attachments: 5

source=DuBois - Trademark Security Agreement (2L) (Executed)#page1.tif

source=DuBois - Trademark Security Agreement (2L) (Executed)#page2.tif

source=DuBois - Trademark Security Agreement (2L) (Executed)#page3.tif

source=DuBois - Trademark Security Agreement (2L) (Executed)#page4.tif

source=DuBois - Trademark Security Agreement (2L) (Executed)#page5.tif

EXECUTION VERSION

SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of June 30, 2020 (this “Agreement”), among DUBOIS CHEMICALS, INC., a Delaware corporation and ELDON WATER INC., a Delaware corporation (each, a “Grantor” and collectively, the “Grantors”), and ANTARES CAPITAL LP, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Second Lien Credit Agreement, dated as of September 30, 2019 (as amended by the First Amendment to Second Lien Credit Agreement October 10, 2019, among DCG INTERMEDIATE CORP., a Delaware corporation (“Holdings”), DCG ACQUISITION CORP., a Delaware corporation (the “Borrower”), the Lenders party thereto, Antares as the Administrative Agent and the Collateral Agent, as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Holdings, the Borrower, the Lenders from time to time party thereto and Antares, as Administrative Agent and Collateral Agent, and (b) the Second Lien Collateral Agreement dated as of September 30, 2019 (as supplemented by the Supplement No. 1 to Second Lien Collateral Agreement, dated as of May 27, 2020 between Cimcool Industrial Products LLC and the Collateral Agent, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantors hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the United States trademark registrations and trademark applications listed on Schedule I attached hereto (the “Trademark Collateral”). Notwithstanding the foregoing, for clarity, the Trademark Collateral shall not include any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

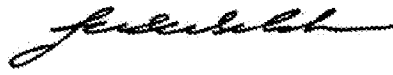
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of

which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

DUBOIS CHEMICALS, INC.,
ELDON WATER INC.,
each a Grantor

By: 
Name: Jeffrey W. Welsh
Title: President

ANTARES CAPITAL LP, as Collateral Agent

By: 
Name: Brian Letizia
Title: Duly Authorized Signatory

Schedule I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Class/es	Status	Current Owner of Record
VRD	US	88537073 7/25/2019		20	Pending	DuBois Chemicals, Inc.
VENTURI REDUCTION DEVICE	US	88537074 7/25/2019		20	Pending	DuBois Chemicals, Inc.
DEMAND DELIVERY	US	85476837 11/18/2011	4696247 3/3/2015	20	Registered	Eldon Water Holdings, Inc.