

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DuBois Chemicals, Inc.		12/20/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Serial Number:	71355185	ACTEX
Serial Number:	85283565	ALTROX
Serial Number:	73042865	ARREST
Serial Number:	74121191	B.I.O.-BLAST
Serial Number:	72318693	BLAST
Serial Number:	73660385	BUBBLE UP
Serial Number:	73639136	CONFIDENCE
Serial Number:	72439867	DEEP CRYSTAL
Serial Number:	72453419	D'GERM
Serial Number:	85283578	DICASAN
Serial Number:	73388326	DUBOIS
Serial Number:	73395749	DUBOIS
Serial Number:	76049752	DUJEL
Serial Number:	78816105	DUPULSE

OP \$1265.00 71355185

Serial Number:	73639113	DUSQUEEZE
Serial Number:	78645687	DUSTRYPP
Serial Number:	85283559	EXTECON
Serial Number:	78726373	EZ COOL
Serial Number:	72381595	FLOCULITE
Serial Number:	73677901	GCO-10 LM WITH VISIGARD
Serial Number:	72443901	GLASS-X
Serial Number:	71478952	LATEX LUBE
Serial Number:	72255431	LUBRICOOLANT
Serial Number:	78812222	MODU-LIGHT
Serial Number:	75443923	MULTI-TERJ
Serial Number:	75467965	NEXUS
Serial Number:	74127923	POLY D-TAC
Serial Number:	74137923	PRIME
Serial Number:	74185454	SURE SAFE
Serial Number:	85288561	TRANSIT BRITE
Serial Number:	85288571	TRANSIT KLEEN
Serial Number:	85310980	TRANS-MAX
Serial Number:	85013403	TREO
Serial Number:	77413709	BODY ARMOR
Serial Number:	77578483	CLEANER AND GREENER
Serial Number:	77462003	DIAMOND MAGIC
Serial Number:	77413650	DURASHIELD
Serial Number:	77461980	RED RHINO
Serial Number:	77738010	REDRHINO
Serial Number:	75330312	SUPER SAT
Serial Number:	77562513	SUPER SHIELD
Serial Number:	85309232	SUPERBLEND
Serial Number:	85617735	SUPERCLEAR
Serial Number:	77776488	SUPERSAT
Serial Number:	77413679	THE ACCELERATOR
Serial Number:	77413636	THE FINISHER
Serial Number:	77462020	TOTAL POWER
Serial Number:	77462041	TOTAL TUNNEL
Serial Number:	77462111	TUNNEL VISION

77462048

TWO CLEAN

CORRESPONDENCE DATA

Fax Number: 3129939767

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

Phone: 312-993-2698

Email: magdalini@gmail.com

Correspondent Name: Magdalini Rizakos c/o Latham & Watkins

Address Line 1: 233 South Wacker Drive, Suite 5800

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:

Magdalini Rizakos

Signature:

/mr/

Date:

12/28/2012

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 20, 2012, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 20, 2012 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Secured Parties, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Initial Borrower and the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto, but excluding any Excluded Property;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark 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.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall, to the extent provided in the Guaranty and Security Agreement, assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

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.

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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

DUBOIS CHEMICALS, INC.

as Grantor

By:



Name: Robert Ball

Title: Chief Financial Officer, Treasurer
and Secretary

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By:

Name:

Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004927 FRAME: 0957

IN WITNESS WHEREOF, each 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.

DUBOIS CHEMICALS, INC.
as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By:  KRISTINA M. MOURLOT
Name: DULY AUTHORIZED SIGNATORY
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004927 FRAME: 0958

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Trademark	App. #	Reg. #	Status	Country	Filing Date	Reg. Date	Owner
DUBOIS	259505	259505	Registered	Australia*	6/20/1972	6/20/1972	DuBois Chemicals, Inc.
DUBOIS CHEMICALS (STYLIZED & DESIGN)	259504	259504	Registered	Australia*	6/20/1972	6/20/1972	DuBois Chemicals, Inc.
ARREST	377885	TMA222748	Registered	Canada*	8/12/1974	9/2/1977	DuBois Chemicals, Inc.
BUBBLE-UP	888464	TMA515564	Registered	Canada*	8/26/1998	8/27/1999	DuBois Chemicals, Inc.
CX	238695	TMA111863	Registered	Canada*	12/13/1956	10/10/1958	DuBois Chemicals, Inc.
DEHYDROL	0368323	TMA207981	Registered	Canada*	9/25/1973	7/4/1975	DuBois Chemicals, Inc.
DIVO-TOUCH	612849	TMA406563	Registered	Canada*	8/11/1988	12/25/1992	DuBois Chemicals, Inc.
DUMETER	896323	TMA535594	Registered	Canada	11/16/1998	10/24/2000	DuBois Chemicals, Inc.
DUPULSE	1290168	TMA703700	Registered	Canada*	2/16/2006	12/21/2007	DuBois Chemicals, Inc.
DURASHIELD	1430149	TMA772975	Registered	Canada	3/6/2009	7/26/2010	DuBois Chemicals, Inc.
DUSTRYPP	372635	TMA203193	Registered	Canada*	2/19/1974	11/15/1974	DuBois Chemicals, Inc.

Trademark	App. #	Reg. #	Status	Country	Filing Date	Reg. Date	Owner
FILMGON	589781	TMA344173	Registered	Canada	8/13/1987	8/26/1988	DuBois Chemicals, Inc.
IMPRESS	0302055	TMA152800	Registered Abandoned	Canada*	1/16/1967	8/25/1967	DuBois Chemicals, Inc.
LIFT	386707	TMA214133	Registered	Canada	6/11/1975	6/4/1976	DuBois Chemicals, Inc.
LIFT	368332	TMA200624	Registered	Canada	9/25/1973	7/19/1974	DuBois Chemicals, Inc.
LIKE-NEW	563412	TMA333285	Registered	Canada*	5/28/1986	10/23/1987	DuBois Chemicals, Inc.
NEXUS	1043220	TMA594811	Registered	Canada	1/19/2000	11/14/2003	DuBois Chemicals, Inc.
NEXUS	886683	TMA549224	Registered	Canada	8/7/1998	8/3/2001	DuBois Chemicals, Inc.
PRO-FLOOR	563411	TMA330493	Registered	Canada*	5/28/1986	7/24/1987	DuBois Chemicals, Inc.
RED RHINO	1430150	TMA773459	Registered	Canada	3/6/2009	7/30/2010	DuBois Chemicals, Inc.
STREAM	302265	TMA153195	Registered	Canada	1/26/1967	9/15/1967	DuBois Chemicals, Inc.
SUPERL	291631	TMA144388	Registered	Canada	8/31/1965	3/11/1966	DuBois Chemicals, Inc.
SUPERSAT	1430148	TMA760720	Registered	Canada	3/6/2009	3/3/2010	DuBois Chemicals, Inc.
TAR-AWAY	589782	TMA344174	Registered	Canada*	8/13/1987	8/26/1988	DuBois Chemicals, Inc.
WONDER-BRITE	357655	TMA195952	Registered	Canada*	10/6/1972	11/30/1973	DuBois Chemicals, Inc.

Trademark	App. #	Reg. #	Status	Country	Filing Date	Reg. Date	Owner
WUNRUB	195352	UCA25948	Registered	Canada	5/7/1947	5/7/1947	DuBois Chemicals, Inc.
DUBOIS CHEMICALS, INC.	11428198		Pending	China	08/13/2012		DuBois Chemicals, Inc.
DUBOIS CHEMICALS, INC. (IN CHINESE)	1128197		Pending	China	08/13/2012		DuBois Chemicals, Inc.
SECURE STEAM ULTRA	011154697		Pending	European Community	8/31/2012		DuBois Chemicals, Inc.
DUBOIS (IN CHINESE)	7783/90	B1178-94	Registered	Hong Kong	9/21/1990	3/8/1994	DuBois Chemicals, Inc.
EVERITE	M9403581	142906	Registered	Hungary*	10/3/1994	3/4/1997	DuBois Chemicals, Inc.
DUBOIS	MI2004C006156	1085774	Registered	Italy*	6/19/1974	4/28/1977	DuBois Chemicals, Inc.
DUBOIS CHEMICALS (STYLIZED & DESIGN)	MI2004C006157	1085775	Registered	Italy*	6/19/1974	4/28/1997	DuBois Chemicals, Inc.
DUBOIS	234925	314724	Registered	Mexico	6/26/1984	6/26/1984	DuBois Chemicals, Inc.
DUBOIS	190835	270614	Registered	Mexico	9/22/1981	9/22/1981	DuBois Chemicals, Inc.
DUBOIS	234923	314723	Registered	Mexico	6/26/1984	6/24/1986	DuBois Chemicals, Inc.
DUBOIS CHEMICALS & Design	14222	014199	Renewal filed	Panama*	8/28/1970	6/15/1971	DuBois Chemicals, Inc.
EVERITE	94037664	135897	Registered	Russian Federation*	10/24/1994	10/29/1995	DuBois Chemicals, Inc.
DUBOIS	7690/90	7690/90	Registered	Singapore*	11/8/1990	11/8/1990	DuBois Chemicals, Inc.
DUBOIS	82/1316	82/1316	Registered	South Africa*	2/17/1982	2/17/1982	DuBois Chemicals, Inc.
DUBOIS	94/5278	94/5278	Registered	South Africa*	5/25/1994	10/4/1996	DuBois Chemicals, Inc.
DUBOIS	81709	81709	Registered	Taiwan*	5/1/1976	5/1/1976	DuBois Chemicals, Inc.
EVERITE	794787	794787	Registered	United Kingdom**	8/25/1959	1/27/1960	DuBois Chemicals, Inc.

Trademark	App. #	Reg. #	Status	Country	Filing Date	Reg. Date	Owner
ACTEX	71/355185	322336	Registered	USA	8/20/1934	3/5/1935	DuBois Chemicals, Inc.
ALTROX	85/283565	4,141,291	Registered	USA	4/1/2011	5/15/2012	DuBois Chemicals, Inc.
ARREST	73/042865	1037206	Registered	USA	1/28/1975	4/6/1976	DuBois Chemicals, Inc.
B.I.O.-BLAST	74/121191	1712866	Registered	USA	12/6/1990	9/8/1992	DuBois Chemicals, Inc.
BLAST	72/318693	946964	Registered	USA	3/3/1969	11/7/1972	DuBois Chemicals, Inc.
BUBBLE UP	73/660385	1477093	Registered	USA	5/11/1987	2/16/1988	DuBois Chemicals, Inc.
CONFIDENCE	73/639136	1452725	Registered	USA	1/12/1987	8/18/1987	DuBois Chemicals, Inc.
DEEP CRYSTAL	72/439867	971128	Registered	USA	10/31/1972	10/23/1973	DuBois Chemicals, Inc.
D'GERM	72/453,419	1023503	Registered	USA	4/4/1973	10/21/1975	DuBois Chemicals, Inc.
DICASAN	85/283578	4137844	Registered	USA	4/1/2011	5/8/2012	DuBois Chemicals, Inc.
DUBOIS	73/388326	1277719	Registered	USA	9/24/1982	5/15/1984	DuBois Chemicals, Inc.
DUBOIS	73/395749	1282882	Registered	USA	9/30/1982	6/26/1984	DuBois Chemicals, Inc.
DUJEL	76/049752	2541619	Registered	USA	5/16/2000	2/19/2002	DuBois Chemicals, Inc.
DUPULSE	78/816105	3433029	Registered	USA	2/16/2006	5/20/2008	DuBois Chemicals, Inc.
DUSQUEEZE	73/639113	1458932	Registered Abandoned	USA	1/12/1987	9/29/1987	DuBois Chemicals, Inc.
DUSTRYPP	78/645687	3093149	Registered	USA	6/7/2005	5/16/2006	DuBois Chemicals, Inc.
EXTECON	85/283559	4137843	Registered	USA	4/1/2011	5/8/2012	DuBois Chemicals, Inc.
EZ COOL	78/726373	3254978	Registered	USA	10/4/2005	6/26/2007	DuBois Chemicals, Inc.
FLOCULITE	72/381595	937359	Registered	USA	1/21/1971	7/11/1972	DuBois Chemicals, Inc.
GCO-10 LM WITH VISIGARD	73/677901	1498194	Registered	USA	8/12/1987	8/2/1988	DuBois Chemicals, Inc.
GLASS-X	72/443901	970963	Registered	USA	12/15/1972	10/16/1973	DuBois Chemicals, Inc.
LATEX LUBE (STYLIZED)	71/478952	415095	Registered	USA	1/24/1945	7/10/1945	DuBois Chemicals, Inc.

Trademark	App. #	Reg. #	Status	Country	Filing Date	Reg. Date	Owner
LUBRICOOLANT	72/255431	836589	Registered	USA	9/29/1966	10/10/1967	DuBois Chemicals, Inc.
MODU-LIGHT	78/812222	3321170	Registered	USA	2/10/2006	10/23/2007	DuBois Chemicals, Inc.
MULTI-TERJ (STYLIZED)	75/443923	2298895	Registered	USA	3/3/1998	12/7/1999	DuBois Chemicals, Inc.
NEXUS	75/467965	2347629	Registered	USA	4/14/1998	5/2/2000	DuBois Chemicals, Inc.
POLY D-TAC	74/127923	1702687	Registered	USA	1/4/1991	7/28/1992	DuBois Chemicals, Inc.
PRIME	74/137923	1735956	Registered	USA	2/11/1991	12/1/1992	DuBois Chemicals, Inc.
SURE SAFE	74/185454	1730553	Registered	USA	7/15/1991	11/10/1992	DuBois Chemicals, Inc.
TRANSIT BRITE	85/288561		Allowed	USA	4/7/2011		DuBois Chemicals, Inc.
TRANSIT KLEEN	85/288571	4092545	Registered	USA	4/7/2011	1/24/2012	DuBois Chemicals, Inc.
TRANS-MAX	85/310980		Allowed	USA	5/3/2011		DuBois Chemicals, Inc.
TREO	85/013403	3972900	Registered	USA	4/14/2010	6/7/2011	DuBois Chemicals, Inc.
BODY ARMOR <i>Body Armor</i>	77/413709	3,625,457	Registered	USA	3/5/2008	5/26/2009	DuBois Chemicals, Inc.
CLEANER AND GREENER <i>Cleaner and Greener</i>	77/578483	3,682,316	Registered	USA	9/25/2008	9/15/2009	DuBois Chemicals, Inc.
DIAMOND MAGIC <i>Diamond Magic</i>	77/462003	3,694,685	Registered	USA	4/30/2008	10/13/2009	DuBois Chemicals, Inc.
DURASHIELD <i>Durashield</i>	77/413650	3,511,956	Registered	USA	3/5/2008	10/7/2008	DuBois Chemicals, Inc.
RED RHINO	77/461980	3,682,042	Registered	USA	4/30/2008	9/15/2009	DuBois Chemicals, Inc.

Trademark	App. #	Reg. #	Status	Country	Filing Date	Reg. Date	Owner
Red Rhino							
REDRHINO and Design 	77/738010	3,744,096	Registered	USA	5/15/2009	2/2/2010	DuBois Chemicals, Inc.
SUPER SAT	75/330312	2,208,489	Registered	USA	7/7/1997	12/8/1998	DuBois Chemicals, Inc.
SUPER SHIELD	77/562513	3,634,333	Registered	USA	9/4/2008	6/9/2009	DuBois Chemicals, Inc.
SUPERBLEND SUPERBLEND	85/309232	--	Allowed – Intent to Use Notice of Allowance issued 5/8/2012	USA	4/30/2011	--	DuBois Chemicals, Inc.
SUPERCLEAR SUPERCLEAR	85/617735	--	Pending – Non-final Action Mailed 8/30/2012	USA	5/5/2012	--	DuBois Chemicals, Inc.
SUPERSAT SUPERSAT	77/776488	3,722,374	Registered	USA	7/8/2009	12/8/2009	DuBois Chemicals, Inc.
THE ACCELERATOR The Accelerator	77/413679	3,542,942	Registered	USA	3/5/2008	12/9/2008	DuBois Chemicals, Inc.
THE FINISHER The Finisher	77/413636	3,511,954	Registered	USA	3/5/2008	10/7/2008	DuBois Chemicals, Inc.
TOTAL POWER Total Power	77/462020	3,512,474	Registered	USA	4/30/2008	10/7/2008	DuBois Chemicals, Inc.
TOTAL TUNNEL	77/462041	3,512,475	Registered	USA	4/30/2008	10/7/2008	DuBois Chemicals, Inc.

Trademark	App. #	Reg. #	Status	Country	Filing Date	Reg. Date	Owner
Total Tunnel							
TUNNEL VISION Tunnel Vision	77/462111	3,682,043	Registered	USA	4/30/2008	9/15/2009	DuBois Chemicals, Inc.
TWO CLEAN Two Clean	77/462048	3,601,418	Registered	USA	4/30/2008	4/7/2009	DuBois Chemicals, Inc.

REGISTERED TRADEMARK APPLICATIONS

None.

EXCLUSIVE IP LICENSES

None.