

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM344475

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DuBois Chemicals, Inc.		06/05/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation, as Agent		
<b>Street Address:</b>	201 Merritt 7		
<b>City:</b>	Norwalk		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06851		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3965099	C.A.R. PRODUCTS FINE CLEANERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129939767		
<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>			
<b>Phone:</b>	312-993-2622		
<b>Email:</b>	gayle.grocke@lw.com		
<b>Correspondent Name:</b>	Gayle D. Grocke c/o Latham & Watkins LLP		
<b>Address Line 1:</b>	330 N. Wabash Avenue		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>ATTORNEY DOCKET NUMBER:</b>	025646-0664		
<b>NAME OF SUBMITTER:</b>	Gayle D. Grocke		
<b>SIGNATURE:</b>	/gdg/		
<b>DATE SIGNED:</b>	06/12/2015		
<b>Total Attachments: 6</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 5, 2015, is made by DuBois Chemicals, Inc. (the "Grantor"), 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 has been amended and may from time to time be amended, restated, supplemented or otherwise modified, 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, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of December 20, 2012, 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, Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is 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, 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. 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 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 Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I 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 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. Grantor hereby agrees that, anything herein to the contrary notwithstanding, 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 its Trademarks and IP Licenses subject to a security interest hereunder.

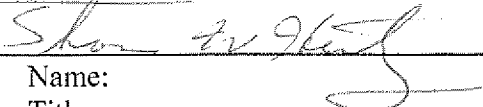
Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages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

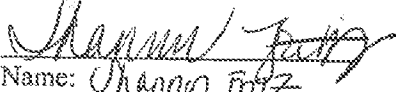
By:   
Name:  
Title:

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005551 FRAME: 0534**

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By:   
Name: Shannon Fitz  
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations



**Word Mark** C.A.R. PRODUCTS FINE CLEANERS  
**Goods and Services** IC 003. US 001 004 006 050 051 052. G & S: Automotive cleaning and polishing preparations, namely, all purpose cleaners, glass cleaners, interior cleaners, car wash soaps, wheel cleaners, white wall cleaners, engine cleaners, tar removing preparations, finish sealants for use on the interior and exterior of automobiles to protect surfaces from the elements, polishes, wax, spray on detergents, detergents, foaming detergent for use on the exterior of the automobile, drying agent, and sealants for use on the exterior of automobiles to protect surfaces from the elements, all for use on automobiles in commercial car washes and by individuals. FIRST USE: 20090301. FIRST USE IN COMMERCE: 20090301  
**Mark Drawing Code** (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS  
**Design Search Code** 26.03.17 - Concentric ovals; Concentric ovals and ovals within ovals; Ovals within ovals; Ovals, concentric  
26.03.21 - Ovals that are completely or partially shaded  
**Serial Number** 85106802  
**Filing Date** August 13, 2010  
**Current Basis** 1A

Original Filing Basis 1A  
Published for Opposition March 8, 2011  
Registration Number 3965099  
Registration Date May 24, 2011  
Owner (REGISTRANT) C.A.R. Products, Inc. CORPORATION MASSACHUSETTS 630 Beaulieu Street Holyoke MASSACHUSETTS 01040  
Attorney of Record Kara S. Rescia, Esquire  
Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "CAR PRODUCTS FINE CLEANERS" APART FROM THE MARK AS SHOWN  
Description of Mark Color is not claimed as a feature of the mark. The mark consists of the stylized wording "C.A.R. Products Fine Cleaners" enclosed in the center of two concentric ovals.  
Type of Mark TRADEMARK  
Register PRINCIPAL  
Live/Dead Indicator LIVE

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