

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM352105

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DOUGLAS PRODUCTS AND PACKAGING COMPANY LLC		08/19/2015	LIMITED LIABILITY COMPANY: MISSOURI
RECEIVING PARTY DATA			
Name:	CIT FINANCE LLC		
Street Address:	11 WEST 42ND STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	73061230	FREEZE FREE	
Serial Number:	72134533	FUMIGUIDE	
Serial Number:	78265162	MAX KILL	
Serial Number:	74133800	PHOSFUME	
Serial Number:	72466836	POTTY-CHEM	
Serial Number:	76415693	PROFUME	
Serial Number:	72448744	SANAFOAM	
Serial Number:	77959217	VAPOROOTER	
Serial Number:	72024138	VIKANE	
Serial Number:	73061339	WINTERTONE	
Serial Number:	75268465	WIPER BLUE	
Serial Number:	74520188	BIOSTIM	
Serial Number:	74559315	THE NATURAL RECYCLER	
Serial Number:	76641429	BIOPLUG	
Serial Number:	76641430	BIOPILL	
Serial Number:	76652201	DRAIN RELIEF	
Serial Number:	76690098	MICRODRIP	
Serial Number:	77188182	THE SCIENCE OF NATURE	
Serial Number:	77911763	MICROJET	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	75552179	MICROBES AT WORK BIOSIM THE NATURAL REC
Serial Number:	86228824	DELTEC
Serial Number:	86228831	PRETEC

CORRESPONDENCE DATA
Fax Number:
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.
Email: elizabeth.burkhard@hklaw.com
Correspondent Name: Holland & Knight LLP
Address Line 1: 10 St. James Ave.
Address Line 2: 11th Floor
Address Line 4: BOSTON, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	136140.01040
NAME OF SUBMITTER:	LAURA O'BRIEN
SIGNATURE:	/LAURA O'BRIEN/
DATE SIGNED:	08/20/2015

Total Attachments: 7
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Grant of Security Interest in Trademark Rights

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of August 19, 2015 is made by DOUGLAS PRODUCTS AND PACKAGING COMPANY LLC, a Missouri limited liability company (“Grantor”) in favor of CIT FINANCE LLC, in its capacity as administrative agent (in such capacity, together with its successors and assigns, the “Administrative Agent”) for the benefit of the Secured Parties from time to time party to that certain Credit and Guaranty Agreement, dated as of June 30, 2015 (as may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Fumigation Intermediate Holdings, LLC, a Delaware limited liability company (“Merger Sub”), and such other Persons joined thereto from time to time as a Borrower or otherwise becoming a Borrower thereunder (together with Merger Sub, each a “Borrower” and, collectively, the “Borrowers”), the Guarantors time to time party thereto, the Lenders time to time party thereto, the Administrative Agent and the other agents party thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make Loans and provide other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security and Pledge Agreement, dated as of June 30, 2015 (as may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged and granted to the Administrative Agent for the benefit of the Secured Parties, a continuing security interest in all Intellectual Property, including the Trademarks and Trademark Licenses; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders to make Loans and provide other financial accommodations to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Administrative Agent and the Secured Parties, as follows:

SECTION 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 Security Agreement or if not defined

therein, in the Credit Agreement, and as this Agreement shall be subject to the rules of interpretation set forth in Section 1.02 of the Credit Agreement, which rules of interpretation are incorporated herein by this reference, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, on behalf and for the benefit of the Secured Parties, and to secure the prompt and complete payment and performance of all of Grantor's Obligations, a security interest in all of its right, title and interest in, to and under the Grantor's Trademarks and Trademark Licenses (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Trademark Collateral").

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademarks and Trademark Licenses granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including, without limitation, 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.

SECTION 5. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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.

SECTION 6. Intercreditor Agreement. Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations evidenced by this Agreement or the Credit Agreement, the exercise of any right or remedy with respect thereto, and certain of the rights of the holders of the Secured Obligations are subject to the provisions of the Intercreditor Agreement dated as of June 30, 2015, (as amended, restated, supplemented, or otherwise modified from time to time, the "Intercreditor Agreement"), by and between CIT Finance LLC, as First Lien Agent, and Stellus Capital Investment Corporation, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.


SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 20 AND 21 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Signature page follows.]

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 date first above written.

**DOUGLAS PRODUCTS AND PACKAGING
COMPANY LLC**

By: 
Name: Billy R. Fuller
Title: Member

CIT FINANCE LLC,
as Administrative Agent

By: 

Name: Christopher Todaro

Title: Managing Director

190101250 SUMMIT

SCHEDULE A**U.S. Trademark Registrations and Applications**

Trademarks/Service marks granted by the US Patent and Trademark Office:

Mark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date	Status
FREEZE FREE	USA	73061230	8/25/1975	1074340	10/4/1977	Current
FUMIGUIDE	USA	72134533	12/22/1961	0741597	12/4/1962	Current
MAX KILL	USA	78265162	6/20/2003	2912831	12/21/2004	Current
PHOSPHUME	USA	74133800	1/28/1991	1737466	12/1/1992	Current
POTTY-CHEM	USA	72466836	8/28/1973	0992948	9/10/1974	Current
PROFUME	USA	76415693	5/31/2002	2887098	9/21/2004	Current
SANAFOAM	USA	72448744	2/14/1973	0989964	8/6/1974	Current
VAPOROOTER	USA	77959217	3/15/2010	3953409	5/3/2011	Current
VIKANE	USA	72024138	2/11/1957	0653967	11/5/1957	Current
WINTERTONE	USA	73061339	8/25/1975	1038614	5/4/1976	Current
WIPER BLUE	USA	75268465	4/3/1997	2149344	4/7/1998	Current
BIOSTIM	USA	74520188	5/3/1994	1993893	8/13/1996	Current
THE NATURAL RECYCLER	USA	74559315	8/10/1994	2042236	3/4/1997	Current
BIOPLUG	USA	76641429	6/23/2005	3115837	7/18/2006	Current
BIOPILL	USA	76641430	6/23/2005	3115838	7/18/2006	Current
DRAIN RELIEF	USA	76652201	12/20/2005	3175900	11/28/2006	Current
MICRODRIP	USA	76690098	5/29/2008	3571027	2/10/2009	Current
THE SCIENCE OF NATURE	USA	77188182	5/23/2007	3587927	3/10/2009	No § 8/15 filed. Grace Period ends 9/10/2015
MICROJET	USA	77911763	1/14/2010	3834626	8/17/2010	Current
MICROBES AT WORK BIOSTIM THE NATURAL RECYCLER	USA	75552179	9/10/1998	2354652	6/6/2000	Current

SCHEDULE A**Trademark Applications filed with US Patent and Trademark Office:**

Mark	Jurisdiction	Serial No.	Filing Date	Status
DELTEC	USA	86228824	3/21/2014	NOA Date 9.23.2014; 1 st Request for Extension to File SOU Granted 5.2.2015; Next deadline 9.23.2015
PRETEC	USA	86228831	3/21/2014	NOA Date 9.23.2014; 1 st Request for Extension to File SOU Granted 5.2.2015; Next deadline 9.23.2015

Trademark Licenses