

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM419605

<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>
Western Emulsions, Inc.		03/10/2017	Corporation: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	555 CALIFORNIA STREET		
<b>Internal Address:</b>	FLOOR 4, MAIL CODE CA5-705-04-09		
<b>City:</b>	SAN FRANCISCO		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94104		
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3823359	FASTSET	
<b>Registration Number:</b>	2329740	PASS	
<b>Registration Number:</b>	2456325	PASS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2067577079		
<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>	2067578079		
<b>Email:</b>	KevinBadgley@dwt.com, priyankamenon@dwt.com		
<b>Correspondent Name:</b>	Kevin Badgley		
<b>Address Line 1:</b>	1201 Third Avenue, Suite 2200		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101		
<b>ATTORNEY DOCKET NUMBER:</b>	4900000-1836		
<b>NAME OF SUBMITTER:</b>	Kevin Badgley		
<b>SIGNATURE:</b>	/Kevin Badgley/		
<b>DATE SIGNED:</b>	03/14/2017		
<b>Total Attachments: 3</b>			
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**NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS**

United States Patent and Trademark Office

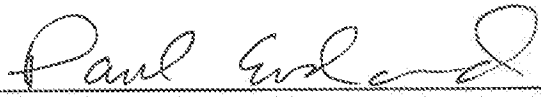
Ladies and Gentlemen:

Please be advised that pursuant to the Amended and Restated Security and Pledge Agreement dated as of March 10, 2017 (as amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, the "Agreement") and among the Grantors party thereto (each an "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as administrative agent (the "Administrative Agent") for the Secured Parties referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications shown on Schedule 1 attached hereto to the Administrative Agent for the ratable benefit of the Secured Parties.

The undersigned Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (a) may only be terminated in accordance with the terms of the Agreement and (b) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

**WESTERN EMULSIONS, INC.**

By:   
Name: Paul Erslund  
Title: President

Acknowledged and Accepted:

**BANK OF AMERICA, N.A.**, as Administrative Agent

By: \_\_\_\_\_  
Name: Bradley C. Ruland  
Title: Senior Vice President

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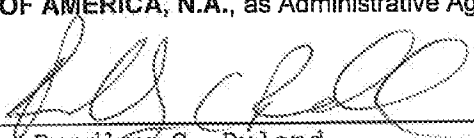
Very truly yours,

**WESTERN EMULSIONS, INC.**

By: \_\_\_\_\_  
Name: Paul Ersland  
Title: President

Acknowledged and Accepted:


**BANK OF AMERICA, N.A., as Administrative Agent**

By:   
Name: Bradley C. Ruland  
Title: Senior Vice President

SCHEDULE 1

Trademarks

Western Emulsions, Inc.

<u>Owner</u>	<u>Trademarks</u>	<u>Application/ Registration Number</u>	<u>Application/ Issue Date</u>
Western Emulsions, Inc.	Fastset	3,823,359 (USA)	07/20/2010
Western Emulsions, Inc.	Pass	2,329,740 (USA)	03/14/2000
Western Emulsions, Inc.	Pass & Design (Logo) 	2,456,325 (USA)	05/29/2001