

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421863

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EDWARD DON & COMPANY, LLC		03/31/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	10 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1445762	DON	
Registration Number:	1300100	DON-O-MITE	
Registration Number:	4579937	EVERYTHING BUT THE FOOD	
Registration Number:	1300099	MIR-O-SPRAY	
Registration Number:	1384030	SABRE-SHARP	
Registration Number:	1365131	SENSI-DERM	
Registration Number:	3425785	SUPER JET SOLV	
Registration Number:	4533335	WAM	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	Michael Violet		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Joanne Arnold		

OP \$215.00 1445762

SIGNATURE:	/Joanne Arnold/
DATE SIGNED:	03/31/2017
Total Attachments: 16 source=Trademark Security Agreement Submission_V_1#page1.tif source=Trademark Security Agreement Submission_V_1#page2.tif source=Trademark Security Agreement Submission_V_1#page3.tif source=Trademark Security Agreement Submission_V_1#page4.tif source=Trademark Security Agreement Submission_V_1#page5.tif source=Trademark Security Agreement Submission_V_1#page6.tif source=Trademark Security Agreement Submission_V_1#page7.tif source=Trademark Security Agreement Submission_V_1#page8.tif source=Trademark Security Agreement Submission_V_1#page9.tif source=Trademark Security Agreement Submission_V_1#page10.tif source=Trademark Security Agreement Submission_V_1#page11.tif source=Trademark Security Agreement Submission_V_1#page12.tif source=Trademark Security Agreement Submission_V_1#page13.tif source=Trademark Security Agreement Submission_V_1#page14.tif source=Trademark Security Agreement Submission_V_1#page15.tif source=Trademark Security Agreement Submission_V_1#page16.tif	

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

EDWARD DON & COMPANY, LLC

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: Delaware

Execution Date(s): March 31, 2017

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association

Internal Address:

Street Address: 10 South Wacker Drive

City: Chicago

State: IL

Country: USA Zip: 60606

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other LLC Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule I

B. Trademark Registration No.(s) See Attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cis-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

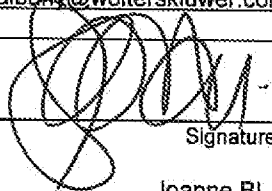
a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name:

9. Signature:



Signature

Joanne BL Arnold
Name of Person Signing

March 31, 2017

Date

Total number of pages including cover sheet, attachments, and document: 16

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2017, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Wells Fargo Bank, National Association ("Wells Fargo"), 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).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of even date herewith, by and among EDWARD DON & COMPANY, LLC ("Edward Don"), Edward Don International Sales Corporation ("International"), IMCO LLC ("IMCO") and any other Person that at any time becomes a party thereto as a borrower (such Persons, together with Edward Don, International, and IMCO, are referred to hereinafter each individually as a "Borrower", and collectively, as the "Borrowers"), EDWARD DON & COMPANY INTERMEDIATE LLC ("Holdings"), the banks and other financial institutions or entities from time to time parties thereto as Lenders (the "Lenders") and Agent (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Guarantee and Collateral Agreement, dated as of even date herewith, in favor of Agent (and such agreement may be amended, restated, supplemented and/or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guarantee and Collateral 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 and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms.

a. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement or, to the extent not defined therein, the Credit Agreement.

b. The following terms shall have the following meanings:

“IP Ancillary Rights” means, with respect to any Intellectual Property, as applicable, all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such Intellectual Property and all income, royalties, proceeds and related rights to payment at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Intellectual Property, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and, in each case, all rights to obtain any other IP Ancillary Right.

“IP License” means all contractual obligations (and all related IP Ancillary Rights), whether written or oral, granting any right, title and interest in or relating to any Intellectual Property (excluding any off the shelf software licensed under a shrink-wrap or click-wrap license or subscription agreement).

Section 2. 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 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;
- (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 related rights to payment 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.

Section 3. Guarantee and Collateral 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 Guarantee and Collateral 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 Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral

Agreement and any provision of this Trademark Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall 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, consistent with such Grantor's obligation and subject to the limitations otherwise set forth in the Guarantee and Collateral Agreement.

Section 5. 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. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (including ".pdf" or ".tif" format) shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

Section 6. 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.

Section 7. Submission To Jurisdiction; Waivers. Each Grantor hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Trademark Security Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the Courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in

Section 8.2 of the Guarantee and Collateral Agreement or at such other address of which the Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 7 any special, exemplary, punitive or consequential damages.

[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.

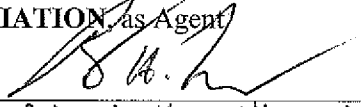
EDWARD DON & COMPANY, LLC

By: 
Name: James P. Jones
Title: Executive Vice President, Secretary and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: 
Name: Robert H. Milhoret
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006023 FRAME: 0521







**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**






TRADEMARKS










1. REGISTERED TRADEMARKS (U.S.)







Entity	Trademark Record	Mark/Name	Application Number Registration Number	Registration Date
EDWARD DON & COMPANY, LLC	United States	DON	RN: 1445762 SN: 73/501272	July 7, 1987
EDWARD DON & COMPANY, LLC	United States	DON-O-MITE	RN: 1300100 SN: 73/443979	October 16, 1984
EDWARD DON & COMPANY, LLC	United States	EVERYTHING BUT THE FOOD	RN: 4579937 SN: 86/162005	August 5, 2014
EDWARD DON & COMPANY, LLC	United States	MIR-O-SPRAY	RN: 1300099 SN: 73/443963	October 16, 1984
EDWARD DON & COMPANY, LLC	United States	SABRE-SHARP	RN: 1384030 SN: 73/443962	February 25, 1986
EDWARD DON & COMPANY, LLC	United States	SENSI-DERM	RN: 1365131 SN: 73/483492	October 15, 1985
EDWARD DON & COMPANY, LLC	United States	SUPER JET SOLV	RN: 3425785 SN: 77/227009	May 13, 2008
EDWARD DON & COMPANY, LLC	United States	WAM	RN: 4533335 SN: 86/085069	May 20, 2014

2. REGISTERED TRADEMARKS (FOREIGN)

Entity	Trademark Record	Mark/Name	Application Number Registration Number	Registration Date
EDWARD DON & COMPANY, LLC	Mexico	DON and Design 	RN: 551518 AN: 295615	June 25, 1997
EDWARD DON & COMPANY, LLC	Mexico	DON	RN: 562103 AN: 295612	October 31, 1997
EDWARD DON & COMPANY, LLC	Mexico	DON	RN: 620202 AN: 295641	August 30, 1999
EDWARD DON & COMPANY, LLC	Mexico	DON and Design 	RN: 636410 AN: 295614	December 13, 1999
EDWARD DON & COMPANY, LLC	France	DON 	RN: 98723808 AN: 98723808	March 19, 1998
EDWARD DON & COMPANY, LLC	France	DON 	RN: 98723807 AN: 98723807	March 19, 1998
EDWARD DON & COMPANY, LLC	Germany	DON and Design 	RN: 39812198 AN: 39812198.2	November 26, 1998
EDWARD DON & COMPANY, LLC	Germany	Don and Design 	RN: 39812170 AN: 39812170.2	November 26, 1998


Entity	Trademark Record	Mark/Name	Application Number Registration Number	Registration Date
EDWARD DON & COMPANY, LLC	United Kingdom	DON and Design ☼☼☼ 	RN: 2136674B AN: 2136674B	September 18, 1998
EDWARD DON & COMPANY, LLC	United Kingdom	DON and Design ☼☼☼ 	RN: 2136674A AN: 2136674A	June 9, 2000
EDWARD DON & COMPANY, LLC	European Union (EUTM)	Don and Design 	RN: 000483222 AN: 000483222	April 4, 2001
EDWARD DON & COMPANY, LLC	European Union (EUTM)	DON	RN: 000483156 AN: 000483156	April 18, 2001
EDWARD DON & COMPANY, LLC	Republic of Korea	DON 	RN: 407964 AN: 96-57716	July 6, 1998
EDWARD DON & COMPANY, LLC	Republic of Korea	DON 	RN: 397119 AN: 96-57718	February 25, 1998
EDWARD DON & COMPANY, LLC	Republic of Korea	DON 	RN: 404098 AN: 96-57719	June 11, 1998
EDWARD DON & COMPANY, LLC	Republic of Korea	DON 	RN: 422929 AN: 96-57720	September 24, 1998



Entity	Trademark Record	Mark/Name	Application Number Registration Number	Registration Date
EDWARD DON & COMPANY, LLC	Republic of Korea	DON 	RN: 403011 AN: 96-57725	May 29, 1998
EDWARD DON & COMPANY, LLC	Republic of Korea	DON 	RN: 41-0043914 AN: 96-16221	July 14, 1998
EDWARD DON & COMPANY, LLC	Republic of Korea	EDWARD DON 	RN: 40763 AN: 96-57700	July 6, 1998
EDWARD DON & COMPANY, LLC	Republic of Korea	EDWARD DON 	RN: 392458 AN: 96-57702	January 22, 1998
EDWARD DON & COMPANY, LLC	Republic of Korea	EDWARD DON 	RN: 404097 AN: 96-57703	June 11, 1998
EDWARD DON & COMPANY, LLC	Republic of Korea	EDWARD DON 	RN: 403009 AN: 96-57709	May 29, 1998
EDWARD DON & COMPANY, LLC	Republic of Korea	EDWARD DON 	RN: 59938 AN: 96-16220	March 6, 2000
EDWARD DON & COMPANY, LLC	Argentina	DON and Design 	RN: 2.375.344 AN: 2.140.593	May 17, 1999
EDWARD DON & COMPANY, LLC	Brazil	DON and Design 	RN: 820128317 AN: 820128317	September 17, 2002

Entity	Trademark Record	Mark/Name	Application Number Registration Number	Registration Date
EDWARD DON & COMPANY, LLC	Panama	DON 	RN: 065656 AN: 4936	August 26, 1994
EDWARD DON & COMPANY, LLC	Panama	DON 	RN: 65657 AN: 4939	August 26, 1994
EDWARD DON & COMPANY, LLC	Panama	DON 	RN: 062506 AN: 5672	October 5, 1993
EDWARD DON & COMPANY, LLC	Paraguay	DON	RN: 320147 AN: 03717	August 11, 1998
EDWARD DON & COMPANY, LLC	Paraguay	DON Y ETIQUETA and Design 	RN: 320177 AN: 03729	October 19, 1998
EDWARD DON & COMPANY, LLC	Bahamas	Don and Design 	RN: 18350 AN: 18350	July 28, 1997
EDWARD DON & COMPANY, LLC	Bahamas	Don and Design 	RN: 18346 AN: 18346	July 28, 1997

Entity	Trademark Record	Mark/Name	Application Number Registration Number	Registration Date
EDWARD DON & COMPANY, LLC	Bahamas	Don and Design 	RN: 18347 AN: 18347	July 28, 1997
EDWARD DON & COMPANY, LLC	Bahamas	Don and Design 	RN: 18354 AN: 18354	July 24, 1997
EDWARD DON & COMPANY, LLC	Bahamas	Don and Design 	RN: 18355 AN: 18355	July 24, 1997
EDWARD DON & COMPANY, LLC	Bahamas	Don and Design 	RN: 18352 AN: 18352	July 22, 1997
EDWARD DON & COMPANY, LLC	Bahamas	Don and Design 	RN: 18353 AN: 18353	July 23, 1997

Entity	Trademark Record	Mark/Name	Application Number Registration Number	Registration Date
EDWARD DON & COMPANY, LLC	Bahamas	Don and Design 	RN: 18351 AN: 18351	July 28, 1997
EDWARD DON & COMPANY, LLC	Bahamas	Don and Design 	RN: 18348 AN: 18348	July 24, 1997
EDWARD DON & COMPANY, LLC	Bahamas	Don and Design 	RN: 18349 AN: 18349	July 28, 1997
EDWARD DON & COMPANY, LLC	Cuba	DON	AN: 2014-988	
EDWARD DON & COMPANY, LLC	Dominican Republic	DON and Design 	RN: 83259	April 15, 1996
EDWARD DON & COMPANY, LLC	Dominican Republic	DON and Design 	RN: 97893	July 15, 1998

Entity	Trademark Record	Mark/Name	Application Number Registration Number	Registration Date
EDWARD DON & COMPANY, LLC	Dominican Republic	DON and Design 	RN: 97789	July 15, 1998
EDWARD DON & COMPANY, LLC	Dominican Republic	DON and Design 	RN: 97955	July 15, 1998
EDWARD DON & COMPANY, LLC	Dominican Republic	DON and Design 	RN: 97899	July 15, 1998
EDWARD DON & COMPANY, LLC	Dominican Republic	DON and Design 	RN: 97906	July 15, 1998
EDWARD DON & COMPANY, LLC	Dominican Republic	DON and Design 	RN: 97894	July 15, 1998
EDWARD DON & COMPANY, LLC	Jamaica	DON	RN: 32169 AN: 21/341	March 13, 1996

Entity	Trademark Record	Mark/Name	Application Number Registration Number	Registration Date
EDWARD DON & COMPANY, LLC	Jamaica	Don and Design 	RN: B32168 AN: 21/338	March 11, 1996
EDWARD DON & COMPANY, LLC	Jamaica	DON	RN: 32099 AN: 3/3409	March 11, 1996
EDWARD DON & COMPANY, LLC	Jamaica	Don and Design 	RN: B32098 AN: 3/3407	March 11, 1996

3. TRADEMARK APPLICATIONS

None.

4. IP LICENSES

None.