

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM426178

<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>
Par-Way Group, Inc.		02/17/2017	Corporation: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, as Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1501495	GARLIC-MIST	
<b>Registration Number:</b>	1615031	TRYSON GOLD	
<b>Registration Number:</b>	1500139	PURICIT	
<b>Registration Number:</b>	1557005	BAK-KLENE	
<b>Registration Number:</b>	1501509	WAFFLE-OFF	
<b>Registration Number:</b>	1018111	VEGALENE	
<b>Registration Number:</b>	1516616	EASMAN COMMUNICATIONS, INC.	
<b>Registration Number:</b>	1531047		
<b>Registration Number:</b>	2597866		
<b>Registration Number:</b>	1621445	BUTTERY DELITE	
<b>Registration Number:</b>	1130940	PRIME AND CURE	
<b>Registration Number:</b>	2156966	BAKE-SHEEN	
<b>Registration Number:</b>	2102266	BENTON LANE	
<b>Registration Number:</b>	2458035	HEARTLAND MIST	
<b>Registration Number:</b>	2458034	KLENE-KOTE	
<b>Registration Number:</b>	2738712	SARAGOSA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

CH \$415.00 1501495

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 312.577.8034  
**Email:** oscar.ruiz@kattenlaw.com  
**Correspondent Name:** Oscar Ruiz c/o Katten Muchin Rosenman  
**Address Line 1:** 525 West Monroe Street  
**Address Line 4:** Chicago, ILLINOIS 60661

<b>ATTORNEY DOCKET NUMBER:</b>	387132-24
<b>NAME OF SUBMITTER:</b>	Oscar Ruiz
<b>SIGNATURE:</b>	/Oscar Ruiz/
<b>DATE SIGNED:</b>	05/04/2017

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 17, 2017, is made by Par-Way Group, Inc., a Missouri corporation (the "Grantor"), in favor of Antares Capital LP ("Antares"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 31, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), 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 Lenders and the L/C Issuers, 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, the Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of July 31, 2015 in favor of the Agent (as the same 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, the 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 the 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, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Subject to any exceptions and limitations set forth in, and the other terms and conditions of, the Guaranty and Security Agreement, the 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 the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those Trademark registrations and applications 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 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the 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.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall 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.

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.


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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

Very truly yours,

PAR-WAY GROUP, INC.,  
as Grantor


By:   
Name: Edward H. Grynyski  
Title: President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006049 FRAME: 0382**

ACCEPTED AND AGREED  
as of the date first above written:

ANTARES CAPITAL LP,  
as Agent

By:   
Name: Amy L. Krebs  
Its: Duly Authorized Sgnatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

<b>Mark</b>	<b>Jurisdiction</b>	<b>Reg. No.</b>	<b>Current Owner of Record</b>
GARLIC MIST	U.S.	1,501,495	Par-Way Group, Inc.
TRYSON GOLD	U.S.	1,615,031	Par-Way Group, Inc.
PURICIT	U.S.	1,500,139	Par-Way Group, Inc.
BAK-KLENE	U.S.	1,557,005	Par-Way Group, Inc.
WAFFLE-OFF	U.S.	1,501,509	Par-Way Group, Inc.
VEGALENE	U.S.	1,018,111	Par-Way Group, Inc.
OLIVE-MIST	U.S.	1,516,616	Par-Way Group, Inc.
LITTLE BAKER design	U.S.	1,531,047	Par-Way Group, Inc.
DROP DESIGN	U.S.	2,597,866	Par-Way Group, Inc.
BUTTERY DELITE	U.S.	1,621,445	Par-Way Group, Inc.
PRIME AND CURE	U.S.	1,130,940	Par-Way Group, Inc.
BAKE-SHEEN	U.S.	2,156,966	Par-Way Group, Inc.
BENTON LANE	U.S.	2,102,266	Par-Way Group, Inc.
HEARTLAND MIST	U.S.	2,458,035	Par-Way Group, Inc.
KLENE-KOTE	U.S.	2,458,034	Par-Way Group, Inc.
SARAGOSA	U.S.	2,738,712	Par-Way Group, Inc.

<b>Mark</b>	<b>Jurisdiction</b>	<b>Reg. No.</b>	<b>Current Owner of Record</b>
BAK-KLENE	Canada	375337	Par-Way Group, Inc.
BAK-KLENE	Japan	2175723	Par-Way Group, Inc.
BAK-KLENE	Mexico	477036	Par-Way Group, Inc.
VEGALENE	Canada	275,864	Par-Way Group, Inc.
VEGALENE	EU	1071844	Par-Way Group, Inc.
VEGALENE	Japan	2175722	Par-Way Group, Inc.
VEGALENE	Mexico.	477035	Par-Way Group, Inc.
Par-Way Tryson Spray N' Cook	U.K.	2181557	Par-Way Group, Inc.
PAR-WAY	Japan	4,770,212	Par-Way Group, Inc.