

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM431525

<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>
Douglas Products and Packaging Company LLC		06/12/2017	Limited Liability Company: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIT Finance LLC		
<b>Street Address:</b>	1 CIT Drive		
<b>City:</b>	Livingston		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07039		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3676082	MASTER FUME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>	617-523-2700		
<b>Email:</b>	susan.dinicola@hklaw.com,angelique.waddell@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola		
<b>SIGNATURE:</b>	/Susan C. DiNicola/		
<b>DATE SIGNED:</b>	06/16/2017		
<b>Total Attachments: 6</b>			
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## **Grant of Security Interest in Trademark Rights**

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of June 12, 2017 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 agree, 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 their 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. The 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,  
a Missouri limited liability company

By: 

Name: Randall Eason

Title: President

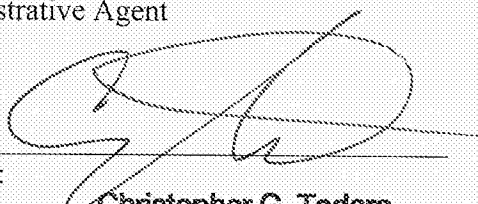
[Signature Page to Grant of Security Interest in Trademark Rights]

CIT FINANCE LLC,  
as Administrative Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
**Christopher G. Todaro**  
**Authorized Signatory**

[Signature Page to Grant of Security Interest in Trademark Rights]

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

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

Owner	Mark	Serial No.	Reg Date.	Reg. No.
Douglas Products and Packaging Company LLC	Master Fume	77671295	9/1/2009	3676082

Trademark Applications filed with US Patent and Trademark Office:

None.

**Trademark Licenses**

None.