## CH \$590.00 10743

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM467741

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
STELLUS CAPITAL INVESTMENT CORPORATION		03/29/2018	Corporation: MARYLAND

### **RECEIVING PARTY DATA**

Name:	DOUGLAS PRODUCTS AND PACKAGING COMPANY LLC
Street Address:	1550 E. OLD 210 HIGHWAY
City:	LIBERTY
State/Country:	MISSOURI
Postal Code:	64068
Entity Type:	Limited Liability Company: MISSOURI

### **PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	1074340	FREEZE FREE
Registration Number:	0741597	FUMIGUIDE
Registration Number:	3676082	MASTER FUME
Registration Number:	2912831	MAX KILL
Registration Number:	1737466	PHOSFUME
Registration Number:	0992948	POTTY-CHEM
Registration Number:	2887098	PROFUME
Registration Number:	0989964	SANAFOAM
Registration Number:	3953409	VAPOROOTER
Registration Number:	0653967	VIKANE
Registration Number:	1038614	WINTERTONE
Registration Number:	2149344	WIPER BLUE
Registration Number:	1993893	BIOSTIM
Registration Number:	2042236	THE NATURAL RECYCLER
Registration Number:	3115837	BIOPLUG
Registration Number:	3115838	BIOPILL
Registration Number:	3175900	DRAIN RELIEF
Registration Number:	3571027	MICRODRIP
		TDADEMADI

<del>TRADEMARK</del>

REEL: 006303 FRAME: 0867

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Property Type	Number	Word Mark
Registration Number:	3587927	THE SCIENCE OF NATURE
Registration Number:	3834626	MICROJET
Registration Number:	2354652	MICROBES AT WORK BIOSTIM THE NATURAL REC
Serial Number:	86228824	DELTEC
Serial Number:	86228831	PRETEC

### **CORRESPONDENCE DATA**

**Fax Number:** 6172359493

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.

**Phone:** (617) 951-7000

**Email:** maryjane.dipalma@ropesgray.com

Correspondent Name: ROPES & GRAY LLP

Address Line 1: PRUDENTIAL TOWER 800 BOYLSTON STREET

Address Line 4: BOSTON, MASSACHUSETTS 02199-3600

NAME OF SUBMITTER:	MARY JANE DIPALMA
SIGNATURE:	/ MARY JANE DIPALMA /
DATE SIGNED:	03/29/2018

### **Total Attachments: 6**

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### RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This Release of Security Interest in Trademark Rights ("<u>Release</u>") is made as of the 29th day of March, 2018 (the "<u>Release Date</u>"), by STELLUS CAPITAL INVESTMENT CORPORATION, (the "<u>Administrative Agent</u>") and DOUGLAS PRODUCTS AND PACKAGING COMPANY LLC, a Missouri limited liability company (the "Grantor").

WHEREAS, (a) a Grant of Security Interest in Trademark Rights between the Administrative Agent and Grantor was recorded on August 25, 2015 by the Assignment Recordation Branch of the U.S. Patent and Trademark Office, at Reel 5607, Frame 0387 and (b) a Grant of Security Interest in Trademark Rights between the Administrative Agent and Grantor was recorded on June 20, 2017 by the Assignment Recordation Branch of the U.S. Patent and Trademark Office, at Reel 6087, Frame 0724 (collectively, the "<u>Trademark Security Agreement</u>").

WHEREAS, the Administrative Agent has agreed to terminate the Trademark Security Agreement and release and discharge its security interest in all the Trademarks listed on Schedule A (collectively, the "Trademarks").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Administrative Agent hereby agree as follows:

The Administrative Agent hereby terminates the Trademark Security Agreement and releases and terminates, without recourse, undertaking, representation, or warranty of any kind, all security interests, liens, pledges, mortgages, and other encumbrances of any kind whatsoever created against the Trademarks pursuant to the Trademark Security Agreement or otherwise (collectively, the "Security Interests").

The Administrative Agent shall sign any additional termination documents reasonably requested by Grantor at Grantor's cost and expense, including filings with the U.S. Patent and Trademark Office against the Trademarks, as shall be necessary to effect the termination, release and discharge of all of the Security Interests, each at Grantor's cost and expense.

If and to the extent that the Administrative Agent has acquired any right, title or interest in or to any of the Trademarks, it hereby assigns and transfers such rights, title or interest to Grantor, along with any goodwill in the Trademarks that the Administrative Agent may have acquired, in each case without recourse to the Administrative Agent and without any representation or warranty of any kind by or on behalf of the Administrative Agent.

This Release shall be governed by the laws of the State of New York. This Release shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Release may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one and the same instrument, and any signature page delivered by electronic transmission shall have same effect as the delivery of an original thereof. EACH PARTY TO THIS RELEASE HEREBY EXPRESSLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS

RELEASE OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT HERETO, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS RELEASE MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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IN WITNESS WHEREOF, each of the parties hereto has caused this document to be signed as of the date first set forth above by a duly authorized representative.

### Administrative Agent:

### STELLUS CAPITAL INVESTMENT CORPORATION

By: Name:

Title:

W. Todd Huskinson

**Authorized Signatory** 

REEL: 006303 FRAME: 0871

### Grantor:

**DOUGLAS PRODUCTS AND PACKAGING COMPANY, LLC** (as successor by merger to Fumigation Intermediate Holdings, LLC)

Name:

1 Sum Gogna

Title: •

### 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	NSA	72134533	12/22/1961	0741597	12/4/1962	Current
MASTER FUME	ASU	77671295		3676082	9/1/2009	Current
MAX KILL	USA	78265162	6/20/2003	2912831	12/21/2004	Current
PHOSPHUME	ASU	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

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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

# Trademark Applications filed with US Patent and Trademark Office:

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

**RECORDED: 03/29/2018**