

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468906

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|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Borchers Americas, Inc. | | 03/01/2018 | Corporation: OHIO |
| RECEIVING PARTY DATA | | | |
| Name: | BMO Harris Bank, N.A., as Administrative Agent | | |
| Street Address: | 111 West Monroe Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3695501 | CHLOR*RID | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3125585700 | | |
| <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: | (312) 558-6352 | | |
| Email: | mfoy@winston.com | | |
| Correspondent Name: | Michelle Foy, Winston & Strawn LLP | | |
| Address Line 1: | 35 West Wacker Drive | | |
| Address Line 2: | Suite 4200 | | |
| Address Line 4: | Chicago, ILLINOIS 60601-9703 | | |
| ATTORNEY DOCKET NUMBER: | Borchers/BMO Harris | | |
| NAME OF SUBMITTER: | Michelle Foy | | |
| SIGNATURE: | /Michelle Foy/ | | |
| DATE SIGNED: | 04/06/2018 | | |
| Total Attachments: 7 | | | |
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TRADEMARK

REEL: 006309 FRAME: 0058

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of March 1, 2018 between the signatories hereto (the "Grantor") in favor of BMO HARRIS BANK N.A., as collateral agent for the Secured Parties (in such capacity, the "Administrative Agent").

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of January 13, 2017 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Administrative Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Administrative Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, United States Copyright Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Administrative Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Administrative Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the "Intellectual Property Collateral"):

(a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications, but excluding any applications filed on an intent-to-use or like basis, in the United States Patent and Trademark Office (or any similar international or foreign office or any successor office) or any similar offices in any State of the United States or any other jurisdiction, and all extensions or renewals thereof, including those listed on Schedule I hereto, (ii) all goodwill associated therewith or symbolized thereby (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill and (iv) all rights corresponding to any of the foregoing throughout the world.

(b) (i) All patents, certificates of invention, utility models, industrial design registrations and similar property rights, all registrations and recordings thereof, and all applications for any of the foregoing, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any similar international or foreign office or any successor office), including those listed on Schedule 2 hereto, (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein and (iii) all rights corresponding to any of the foregoing throughout the world.

(c) (i) All copyright rights in any work subject to the copyright laws of any jurisdiction, whether as author, assignee, transferee or otherwise, and (ii) all registrations and applications for registration of any of the foregoing worldwide, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office (or any similar international or foreign office or any successor office), including those listed on Schedule 3 hereto.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks, Register of Copyrights of the United States and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

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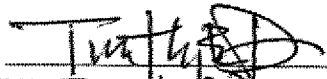
IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

Borchers Americas, Inc.
as Grantor

By: Keith R. Ogg
Name: Keith R. Ogg
Title: Treasurer

[Signature Page to IP Security Agreement]

BMO HARRIS BANK N.A.,
as Administrative Agent

By: 
Name: Timothy E. Dang
Title: Managing Director

[Signature Page to IP Security Agreement]

SCHEDULE 1

TRADEMARKS

| Trademark | Registered Owner | Registration Date | Registration Number |
|-----------|---|-------------------|---------------------|
| CHLOR*RID | CHLOR RID International Incorporated ¹ | October 13, 2009 | 3695501 |

¹Trademark has been assigned to Borchers Americas, Inc. pursuant to that certain Intellectual Property Assignment dated January 24, 2018 between Chlor Rid International, Inc. and Borchers Americas, Inc.

SCHEDULE 2
PATENTS

(A) PATENTS

| Patent | Inventor | Patent Number | Filing Date | Effective Date | Expiration Date |
|---------------------------------|---|---------------|----------------|-------------------|-----------------|
| CHLOR*TEST | CHLOR RID International Incorporated ¹ | 6,159,743 | March 16, 1999 | December 12, 2000 | March 16, 2019 |
| Sleeve component for CHLOR*TEST | CHLOR RID International Incorporated ¹ | 6,551,837 | May 15, 2001 | April 22, 2003 | May 15, 2021 |

¹Patent has been assigned to Borchers Americas, Inc. pursuant to that certain Patent Assignment Agreement dated January 24, 2018 between Chlor Rid International, Inc. and Borchers Americas, Inc.

(B) PATENT APPLICATIONS

None.

SCHEDULE 3
COPYRIGHTS

None.