

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471389

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dominion Colour Corporation		04/25/2018	Corporation: ONTARIO
LANSCO Colors LLC		04/25/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	22 Adelaide Street West, Suite 2200		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5C 1X3		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4445889	DCC	
Registration Number:	4445890	DCC	
Registration Number:	0837400	KROLOR	
Registration Number:	4348772	WORKING TOGETHER FOR QUALITY	
Registration Number:	4134607	LANSCO COLORS	
Registration Number:	1311813	LANSCO	
Registration Number:	3023017	WE BRING A WORLD OF COLOR TO YOUR DOOR	
Registration Number:	4134601	WE BRING A WORLD OF COLOR TO YOUR DOOR	
Registration Number:	5091691	LANOX	
Serial Number:	87525970	YOUR IDEA. OUR SOLUTION.	
Serial Number:	87565900	OUM	
Serial Number:	87565909	ORGANO-ULTRAMARINE	
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:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
TRADEMARK			

OP \$315.00 4445889

Correspondent Name: James Murray
Address Line 1: 4400 Easton Commons Way, Suite 125
Address Line 2: CT Corporation
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Joanne BL Arnold

SIGNATURE: /Joanne BL Arnold/

DATE SIGNED: 04/27/2018

Total Attachments: 9

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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):

Dominion Colour Corporation

- Individual(s)
- Partnership
- Corporation- State: Ontario
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) CANADA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 25, 2018

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association

Street Address: 22 Adelaide Street West, Suite 2200

City: Toronto

State: Ontario

Country CANADA Zip: M5C 1X3

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship CANADA

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)

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

A. Trademark Application No. (s) _____ Text _____

B. Trademark Registration No. (s) _____

See Schedule I

See 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: James Murray

Internal Address: CT Corporation

Street Address: 4400 Easton Commons Way
Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3566

Docket Number: _____

Email Address: james.murray@wolterskluwer.com

6. Total number of applications and registrations involved:

14

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

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Joanne Bl. Arnold

Name of Person Signing

April 25, 2018

Date

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

9

Additional names of conveying parties:

LANSCO Colors LLC, a Delaware limited liability company

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 25th day of April, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, Agent and the Lender Group provide a senior secured revolving credit facility to Dominion Colour Corporation (USA), a New Jersey corporation ("DCC US"), Lansco Colors LLC, a Delaware limited liability company ("Lansco" and together with DCC US and any other Person organized under the laws of a jurisdiction in the United States that becomes party hereto as a Borrower, each a "US Borrower" and collectively "US Borrowers"), Dominion Colour Corporation, an Ontario corporation ("DCC Canada"), Monteith Inc., an Ontario corporation ("Monteith" and together with DCC Canada, and any other Person organized under the laws of a jurisdiction in Canada that becomes party hereto as a Borrower, each a "Canadian Borrower" and collectively "Canadian Borrowers") as set forth in the Credit Agreement, dated of even date herewith, by and among US Borrowers, Canadian Borrowers, H.I.G. Colors, Inc., a Delaware corporation ("Holdings"), DCC Finance, L.L.C., a Delaware limited liability company ("DCC Finance"), Lansco Holdings, Inc., a Delaware corporation ("Lansco Holdings" and together with Holdings, DCC Finance and any other Person that becomes a Guarantor, each a "Guarantor" and collectively, "Guarantors"), the lenders party thereto as Lenders (each of such Lenders, together with its successors and assigns, each a "Lender", and collectively, "Lenders") and Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain US Guaranty and Security Agreement, dated as of April 25, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender

Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its United States Trademark registrations and applications including those referred to on Schedule I; provided, however, that notwithstanding the foregoing, United States “intent-to-use” trademark applications shall be excluded from the definition of “Trademark Collateral” hereunder to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use, pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use trademark application shall be included in the definition of “Trademark Collateral” hereunder;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark that is the subject of any such Trademark registration or application; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation in connection with any such Trademark and any other Trademark Related Asset.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission 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.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

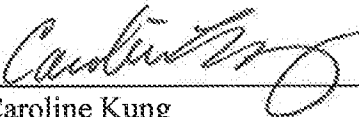
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

DOMINION COLOUR CORPORATION

By: 
Name: Caroline Kung
Title: Vice President and Secretary


LANSKO COLORS LLC

By: 
Name: Caroline Kung
Title: Vice President and Secretary

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**


By: 
Name: ERICA GENTILI
Its Authorized Signatory

[Signature Page to US Trademark Security Agreement (Dominion)]

**TRADEMARK
REEL: 006321 FRAME: 0341**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

United States Trademark Registrations/Applications

Grantor	Mark	Application/ Registration No.	App/Reg Date
Dominion Colour Corporation	DCC	85-486236 / 4,445,889	December 2, 2011 / December 10, 2013
Dominion Colour Corporation	DCC AND DESIGN 	85-486243 / 4,445,890	December 2, 2011 / December 10, 2013
Dominion Colour Corporation	KROLOR	72-269026 / 837400	April 13, 1967 / October 24, 1967
Dominion Colour Corporation	WORKING TOGETHER FOR QUALITY	85-486251 / 4,348,772	December 2, 2011 / June 11, 2013
Dominion Colour Corporation	ELJON	79009646 / 3083050	October 19, 2004 / April 18, 2006
Dominion Colour Corporation	DYECOM	79-008801 / 3120898	October 19, 2004 / July 25, 2006
LANSKO Colors LLC (f/k/a/ Landers-Segal Color Co., Incorporated) DBA Lansco Colors Corporation	LANSKO COLORS	85394398 / 4134607	August 10, 2011 / May 1, 2012
LANSKO Colors LLC (f/k/a/ Landers-Segal Color Co., Incorporated)	LANSKO (Typed Drawing)	73451339 / 1311813	November 4, 1983 / January 1, 1985
LANSKO Colors LLC (f/k/a/ Landers-Segal Color Co., Incorporated) DBA Lansco Colors Corporation	WE BRING A WORLD OF COLOR TO YOUR DOOR	78362542 / 3023017	February 4, 2004 / December 6, 2005
LANSKO Colors LLC (f/k/a/ Landers-	WE BRING A WORLD OF COLOR TO YOUR	85393995 / 4134601	August 10, 2011 / May 1, 2012

Segal Color Co., Incorporated) DBA Lansco Colors Corporation	DOOR		
LANSKO Colors LLC (f/k/a/ Landers- Segal Color Co., Incorporated)	LANOX (Design)	86401534 / 5091691	September 22, 2014 / November 29, 2016
Dominion Colour Corporation	YOUR IDEA. OUR SOLUTION.	87-525970 / Not yet registered	July 12, 2017
Dominion Colour Corporation	OUM	87 -565900 / Not yet registered	August 11, 2017
Dominion Colour Corporation	ORGANO- ULTRAMARINE	87 -565909 / Not yet registered	August 11, 2017