

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471591

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
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	40 King Street West, 25th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5H 3Y2		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4445889	DCC	
Registration Number:	4445890	DCC	
Registration Number:	0837400	KROLOR	
Registration Number:	4348772	WORKING TOGETHER FOR QUALITY	
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		
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		

OP \$190.00 4445889

Total Attachments: 11

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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
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association

Street Address: 40 King Street West, 25th Floor

City: Toronto

State: Ontario

Country: Canada Zip: M5H 3Y2

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

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

See Schedule I

B. Trademark Registration No.(s)

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

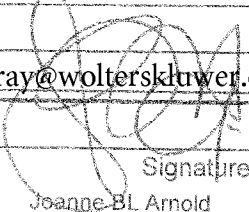
State: OH Zip: 43219

Phone Number: 614-280-3566

Docket Number: _____

Email Address: james.murray@wolterskluwer.com

9. Signature:



Signature

Joanne Bl. Arnold

Name of Person Signing

6. Total number of applications and registrations involved:

9

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 _____

April 25, 2018

Date

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

11

CANADIAN TRADEMARK SECURITY AGREEMENT

This CANADIAN 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”).

WITNESSETH:

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”), and 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 Canadian Guarantee and Security Agreement, dated as of April 25th 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guarantee and Security Agreement”); and

WHEREAS, pursuant to the Guarantee 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 Guarantee 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 Guarantee 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 Trademarks and Trademark registrations and applications including those referred to on Schedule I; provided, however, that notwithstanding the foregoing, Canadian "proposed-use" trademark applications and 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 proposed-use trademark applications or intent-to-use trademark applications under applicable federal law, provided that, in the case of any proposed-use trademark applications, upon submission and acceptance by CIPO, such proposed-use trademark application shall be considered "Trademark Collateral" hereunder, and provided that, in the case of any intent-to-use trademark applications, 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 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 Guarantee 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 Guarantee 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 Guarantee and Security Agreement, the Guarantee 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 GUARANTEE 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 Canadian Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**DOMINION COLOUR CORPORATION, an
Ontario corporation**

By: Caroline Lang
Name: Caroline Lang
Title: VP

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: _____
Name: _____
Its Authorized Signatory

[SIGNATURE PAGE TO CANADIAN TRADEMARK SECURITY AGREEMENT]

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

GRANTORS:

DOMINION COLOUR CORPORATION, an
Ontario corporation

By: _____
Name: _____
Title: _____

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:





**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: 
Name: ERICA GENTILE
Its Authorized Signatory

[SIGNATURE PAGE TO CANADIAN TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
CANADIAN TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

See attached.

Trademark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Owner
DCC	Canada	1,543,632	September 15, 2011	TMA840,808	January 21, 2013	Dominion Colour Corporation
DCC 	European Community (OHIM)	009921164	April 26, 2011	009921164	September 30, 2011	Dominion Colour Corporation
DCC	European Community (OHIM)	009921016	April 26, 2011	009921016	September 30, 2011	Dominion Colour Corporation
DCC	United States of America	85-486236	December 2, 2011	4,445,889	December 10, 2013	Dominion Colour Corporation
DCC & Logo Design 	Canada	1,543,634	September 15, 2011	TMA840,812	January 21, 2013	Dominion Colour Corporation
DCC AND DESIGN 	United States of America	85-486243	December 2, 2011	4,445,890	December 10, 2013	Dominion Colour Corporation
DCC Dominion Colour Corporation Working Together for Quality & Design  Dominion Colour Corporation www.dcc.com	European Community (OHIM)	010271732	September 16, 2011	010271732	January 3, 2012	Dominion Colour Corporation
KROLOR	Australia	283239	November 12, 1974	283239	November 12, 1974	Dominion Colour Corporation
KROLOR	Benelux	00069094	January 10, 1990	0477353	October 19, 2004	Dominion Colour Corporation
KROLOR	Canada	321,029	March 26, 1969	TMA167,417	January 16, 1970	Dominion Colour Corporation
KROLOR	Germany	1034588	May 6, 1981	1034588	June 18, 1982	Dominion Colour Corporation

KROLOR	Italy	RM2004C00 5517	October 4, 2004	0001097605	March 3, 2008	Dominion Colour Corporation
KROLOR	Japan	105501/89	September 19, 1989	2502963	February 26, 1993	Dominion Colour Corporation
KROLOR	United Kingdom	1037934	November 7, 1974	1037934	November 7, 1975	Dominion Colour Corporation
KROLOR	United States of America	72-269026	April 13, 1967	837400	October 24, 1967	Dominion Colour Corporation
KROLOR (MARCHIO VERBALE)	Italy	RM2014C00 6460	November 6, 2014	0001627997	February 24, 2015	Dominion Colour Corporation
KROLOR in Katakana	Japan	105502/89	September 19, 1989	2559739	July 30, 1993	Dominion Colour Corporation
WORKING TOGETHER FOR QUALITY	Canada	1,543,635	September 15, 2011	TMA840,835	January 21, 2013	Dominion Colour Corporation
WORKING TOGETHER FOR QUALITY	United States of America	85-486251	December 2, 2011	4,348,772	June 11, 2013	Dominion Colour Corporation
ELJON	European Community (EUIPO)	000948596	October 6, 1998	000948596	September 26, 2000	Dominion Colour Corporation
ELJON	International Registration (WIPO) Designated territories: ➤ China ➤ Japan (see below) ➤ Korea ➤ U.S.A. (see below)	845612	October 19, 2004	845612	October 19, 2004	Dominion Colour Corporation
ELJON	Japan	845612	October 19, 2004	845612	August 11, 2006	Dominion Colour Corporation
ELJON	United States of America	79009646	October 19, 2004	3083050	April 18, 2006	Dominion Colour Corporation
DYECOM	European	000946012	October 2,	000946012	December	Dominion Colour

	Community (EUIPO)		1998		22, 1999	Corporation
DYECOM	International Registration (WIPO) Designated territories: ➤ China ➤ Japan ➤ Korea ➤ U.S.A. (see below)	843110	October 19, 2004	843110	October 19, 2004	Dominion Colour Corporation
DYECOM	United States of America	79-008801	October 19, 2004	3120898	July 25, 2006	Dominion Colour Corporation
YOUR IDEA. OUR SOLUTION.	United States of America	87-525970	July 12, 2017	Not yet registered	N/A.	Dominion Colour Corporation
YOUR IDEA. OUR SOLUTION.	CANADA	1,844,907	June 28, 2017	Not yet registered	N/A.	Dominion Colour Corporation
OUM	EU	017100827	August 11, 2017	017100827	January 8, 2018	Dominion Colour Corporation
OUM	United States of America	87 -565900	August 11, 2017	Not yet registered	N/A.	Dominion Colour Corporation
OUM	CANADA	1,852,026	August 10, 2017	Not yet registered	N/A.	Dominion Colour Corporation
ORGANO-ULTRAMARINE	EU	017100819	August 11, 2017	017100819	January 8, 2018	Dominion Colour Corporation
ORGANO-ULTRAMARINE	United States of America	87 -565909	August 11, 2017	Not yet registered	N/A.	Dominion Colour Corporation
ORGANO-ULTRAMARINE	CANADA	1,852,025	August 10, 2017	Not yet registered	N/A.	Dominion Colour Corporation
ORGANO-ULTRAMARINE	UNITED KINGDOM	UK00003260819	October 3, 2017	UK00003260819	February 2, 2018	Dominion Colour Corporation
ORGANO-ULTRAMARINE	GERMANY	2017100415294300DE	October 4, 2017	30 2017 110 037	November 9, 2017	Dominion Colour Corporation
ORGANO-	SPAIN	3685285	October 3,	Not yet	N/A.	Dominion

ULTRAMARINE			2017	registered		Colour Corporation
ORGANO-ULTRAMARINE	ITALY	30201700011 3915	October 10, 2017	Not yet registered	N/A.	Dominion Colour Corporation
ORGANO-ULTRAMARINE	TURKEY	2017-87426	October 04, 2017	2017-87426	March 23, 2018	Dominion Colour Corporation

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.