

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494774

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DOUGLAS PRODUCTS AND PACKAGING COMPANY LLC		10/19/2018	Limited Liability Company: MISSOURI

RECEIVING PARTY DATA

Name:	OWL ROCK CAPITAL CORPORATION
Street Address:	399 Park Avenue, 38th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	1074340	FREEZE FREE
Registration Number:	2912831	MAX KILL
Registration Number:	1737466	PHOSFUME
Registration Number:	0992948	POTTY-CHEM
Registration Number:	0989964	SANAFOAM
Registration Number:	3953409	VAPOROOTER
Registration Number:	1038614	WINTERTONE
Registration Number:	2149344	WIPER BLUE
Registration Number:	0741597	FUMIGUIDE
Registration Number:	2887098	PROFUME
Registration Number:	0653967	VIKANE
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
Registration Number:	3587927	THE SCIENCE OF NATURE

CH \$540.00 1074340

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3834626	MICROJET
Registration Number:	2354652	MICROBES AT WORK BIOSTIM THE NATURAL REC
Registration Number:	3676082	MASTER FUME

CORRESPONDENCE DATA

Fax Number:

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: 212-318-6532
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: c/o Paul Hastings LLP
Address Line 2: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/s/ ALANA GRAMER
DATE SIGNED:	10/19/2018

Total Attachments: 11

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**AMENDED AND RESTATED GRANT OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

THIS AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of October 19, 2018 is made by DOUGLAS PRODUCTS AND PACKAGING COMPANY LLC, a Missouri limited liability company (the "Grantor"), in favor of OWL ROCK CAPITAL CORPORATION, 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 Amended and Restated Credit and Guaranty Agreement, dated as of October 19, 2018 (as it may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the other Borrowers from time to time party thereto, the other Guarantors from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, the Grantor and the Administrative Agent are parties to that certain Grant of Security Interest in Trademark Rights, dated as of March 29, 2018 (as heretofore amended or otherwise modified, the "Existing Trademark Security Agreement");

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 (among others) has executed and delivered an Amended and Restated Security and Pledge Agreement, dated as of the date hereof (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 agrees, 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 the 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. 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. 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*.

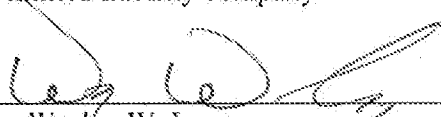
SECTION 8. No Novation. The Grantor party to the Existing Trademark Security Agreement hereby acknowledges and agrees that this Agreement amends, restates, modifies, extends, renews and continues the terms and provisions contained in the Existing Trademark Security Agreement and shall not extinguish or release any Liens or the Grantor from any liability under the Existing Trademark Security Agreement or otherwise constitute a novation of the obligations (including, without limitation, the Obligations) thereunder.

[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: Wesley W. Long

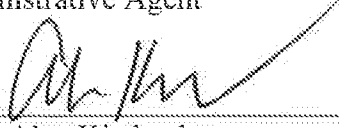
Title: Vice President & Treasurer

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

TRADEMARK
REEL: 006467 FRAME: 0529

OWL ROCK CAPITAL CORPORATION,
as the Administrative Agent

By: _____



Name: Alan Kirshenbaum

Title: Authorized Signatory

Schedule A¹


U.S. Trademark Registrations and Applications

OWNER	MARK	STATUS	GOODS/SERVICES
Owned by Douglas Products and Packaging Company LLC – but current owner listed by USPTO as Desert Gold Enterprises, Inc. Name change from Douglas Products and Packaging Company to Desert Gold Enterprises, Inc. recorded in 2010, with nunc pro tunc assignment from Desert Gold Enterprises, Inc. to Douglas Products and Packaging Company, LLC recorded shortly thereafter.	FREEZE FREE RN:1,074,340	 Registered: October 4, 1977	 (Class: 1) Antifreeze
Owned by DOUGLAS PRODUCTS AND PACKAGING COMPANY LLC	MAX KILL RN:2,912,831	Registered: December 21, 2004	(Class: 5) Insecticides, namely, grain fumigants for agricultural use
Owned by DOUGLAS PRODUCTS AND PACKAGING COMPANY LLC Name change from Douglas Products and Packaging Company to Desert Gold Enterprises,	PHOSFUME RN:1,737,466	Registered: December 1, 1992	(Class: 5) Insecticide for agricultural use


¹ Ropes to supplement with any newly-acquired or additional trademarks.

OWNER	MARK	STATUS	GOODS/SERVICES
<p>Inc. recorded in 2010, with nunc pro tunc assignment from Desert Gold Enterprises, Inc. to Douglas Products and Packaging Company, LLC recorded shortly thereafter</p>			
<p>Owned by DOUGLAS PRODUCTS AND PACKAGING COMPANY LLC – but current owner listed by USPTO as Desert Gold Enterprises, Inc. Name change from Douglas Products and Packaging Company to Desert Gold Enterprises, Inc. recorded in 2010, with nunc pro tunc assignment from Desert Gold Enterprises, Inc. to Douglas Products and Packaging Company, LLC recorded shortly thereafter</p>	<p>POTTY-CHEM RN:992,948</p>	<p>Registered: September 10, 1974</p>	<p>(Class: 5) Liquid deodorizer and bactericide for chemical toilets</p>
<p>Owned by DOUGLAS PRODUCTS AND PACKAGING COMPANY LLC Acquired from AIRRIGATION ENGINEERING COMPANY, INC Name change from</p>	<p>SANAFOAM RN:989,964</p>	<p>Registered: August 6, 1974</p>	<p>(Class: 5) Chemical foaming agent for creating herbicide foam for use in root control</p>

OWNER	MARK	STATUS	GOODS/SERVICES
<p>Douglas Products and Packaging Company to Desert Gold Enterprises, Inc. recorded in 2010, with nunc pro tunc assignment from Desert Gold Enterprises, Inc. to Douglas Products and Packaging Company, LLC recorded shortly thereafter.</p>			
<p>Owned by DOUGLAS PRODUCTS AND PACKAGING COMPANY LLC</p>	<p>VAPOROOTER RN:3,953,409</p>	<p>Registered: May 3, 2011</p>	<p>(Class: 5) Foaming fumigant for ridding sewer lines of roots</p>
<p>Owned by DOUGLAS PRODUCTS AND PACKAGING COMPANY LLC – but current owner listed by USPTO as Desert Gold Enterprises, Inc. Name change from Douglas Products and Packaging Company to Desert Gold Enterprises, Inc. recorded in 2010, with nunc pro tunc assignment from Desert Gold Enterprises, Inc. to Douglas Products and Packaging Company, LLC recorded shortly thereafter</p>	<p>WINTERTONE RN:1,038,614</p>	<p>Registered: May 4, 1976</p>	<p>(Class: 1) Antifreeze and coolant for automotive cooling systems</p>

OWNER	MARK	STATUS	GOODS/SERVICES
<p>Owned by DOUGLAS PRODUCTS AND PACKAGING COMPANY LLC – but current owner listed by USPTO as Desert Gold Enterprises, Inc. Name change from Douglas Products and Packaging Company to Desert Gold Enterprises, Inc. recorded in 2010, with nunc pro tunc assignment from Desert Gold Enterprises, Inc. to Douglas Products and Packaging Company, LLC recorded shortly thereafter</p>	<p>WIPER BLUE  RN:2,149,344</p>	<p>Registered: April 7, 1998</p>	<p>(Class: 3) Windshield washer anti-freeze and solvent</p>
<p>Douglas Products and Packaging Company LLC</p>	<p>FUMIGUIDE RN: 741597</p>	<p>Registered: December 4, 1962</p>	<p>(Class: 26) Slide rule calculators for determining pesticide concentrations</p>
<p>Douglas Products and Packaging Company LLC</p>	<p>PROFUME RN: 2887098</p>	<p>Registered: September 21, 2004</p>	<p>(Class 5): Fumigants for professional, industrial, commercial or domestic use</p>
<p>Douglas Products and Packaging Company LLC</p>	<p>VIKANE RN: 0653967</p>	<p>Registered: November 5, 1957</p>	<p>(Class 6): Structural fumigant for controlling drywood termites and other woodboring insects</p>
<p>Douglas Products and Packaging Company LLC</p>	<p>BIOSTIM RN: 1993893</p>	<p>Registered: August 13, 1996</p>	<p>(Class: 37) Waste disposal for others, namely elimination of</p>

OWNER	MARK	STATUS	GOODS/SERVICES
			unwanted fat, oil, and grease.
Douglas Products and Packaging Company LLC	THE NATURAL RECYCLER RN: 2042236	Registered: March 4, 1997	(Class: 37) Waste disposal and remediation, namely, elimination of unwanted fat, oil, and grease.
Douglas Products and Packaging Company LLC	BIOPLUG RN: 3115837	Registered: July 18, 2006	(Class: 3) Drain, sewer line, and lift station cleaner.
Douglas Products and Packaging Company LLC	BIOPILL RN: 3115838	Registered: July 18, 2006	(Class: 3) Drain, sewer line, and lift station cleaner.
Douglas Products and Packaging Company LLC	DRAIN RELIEF RN: 3175900	Registered: November 28, 2006	Microbial waste remediation product, namely, drain openers.
Douglas Products and Packaging Company LLC	MICRODRIP RN: 3571027	Registered: February 10, 2009	(Class: 11) Waste water treatment equipment, namely, a drain line maintenance system used for the elimination of unwanted fat, oil, and grease, composed of cartridge units containing naturally occurring microbes and a microbe dispenser.
Douglas Products and Packaging Company LLC	THE SCIENCE OF NATURE	Registered: March 10, 2009	(Class: 37) Waste disposal for others,

OWNER	MARK	STATUS	GOODS/SERVICES
	RN: 3587927		namely, elimination of unwanted fat, oil, and grease.
Douglas Products and Packaging Company LLC	MICROJET RN: 3834626	Registered: August 17, 2010	(Class: 3) A foaming cleaning solution for sewer lines or drains.
Douglas Products and Packaging Company LLC	 MICROBES AT WORK BIOSTIM THE NATURAL RECYCLER RN: 2354652	Registered: June 6, 2000	(Class: 37) Waste disposal and remediation, namely, elimination of unwanted fat, oil, and grease.
Douglas Products and Packaging Company LLC	MASTER FUME RN: 3676082	Registered: September 1, 2009	(Class 5): Fumigants for agricultural and commercial use

Trademark Licenses

None.