

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM526303

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Supplemental Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Diversey, Inc.		06/04/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch		
<b>Street Address:</b>	Eleven Madison Avenue, 9th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5698861	EDUCARE	
<b>Registration Number:</b>	5649677	INTELLILINEN	
<b>Registration Number:</b>	5745865	INTELLIDISH	
<b>Registration Number:</b>	5551076	INTERNET OF CLEAN	
<b>Registration Number:</b>	5551075	INTERNET OF CLEAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		
<b>SIGNATURE:</b>	/Elaine Carrera/		
<b>DATE SIGNED:</b>	06/04/2019		
<b>Total Attachments: 6</b>			

OP \$140.00 5698861

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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):

Diversey, Inc.

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: DE  
 Other \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) June 4, 2019

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

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  
 No

Name: Credit Suisse AG, Cayman Islands Branch

Street Address: Eleven Madison Avenue, 9th Floor

City: New York

State: NY

Country: USA                      Zip: 10010

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other Bank Citizenship USA

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 A

B. Trademark Registration No.(s)

See Schedule A

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: Elaine Carrera, Senior Paralegal

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY                      Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

### 6. Total number of applications and registrations involved:

5

### 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:

Elaine Carrera  
Signature

June 4, 2019

Date

Elaine Carrera

Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 006661 FRAME: 0343

SUPPLEMENTAL GRANT OF  
SECURITY INTEREST IN TRADEMARK

This SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of June 4, 2019 (this "Agreement"), is made by Diversey, Inc., a Delaware corporation ("Grantor"), in favor of the Collateral Agent for the benefit of the Secured Parties from time to time party to the Credit Agreement, dated as of September 6, 2017 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among BCPE DIAMOND NETHERLANDS TOPCO B.V., a private limited liability company (besloten vennootschap met beperkte aansprakelijkheid) incorporated under laws of the Netherlands, having its statutory seat in Amsterdam, the Netherlands, registered office at Strawinskyiaan 1209, Toren A, 12th floor, 1077XX Amsterdam, the Netherlands and registered under number 68636059 ("Holdings"), DIAMOND (BC) B.V., a private limited liability company (besloten vennootschap met beperkte aansprakelijkheid) incorporated under laws of the Netherlands, having its statutory seat in Amsterdam, the Netherlands, registered office at Strawinskyiaan 1209, Toren A, 12th floor, 1077XX Amsterdam, the Netherlands and registered under number 68305133 (the "Borrower"), the Lenders from time to time party thereto, Credit Suisse AG, Cayman Islands Branch, as the Administrative Agent, the Collateral Agent, a Letter of Credit Issuer and a Lender, and the other parties party thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make their respective loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries of the Borrower that become a party thereto, have executed and delivered a Security Agreement, dated as of September 6, 2017 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Letter of Credit Issuer to make their respective Extensions of Credit to Holdings, the Borrower and the Restricted Subsidiaries, as applicable, and to induce one or more Cash Management Banks, Bank Product Providers or Hedge Banks to enter into Secured Cash Management Agreements, Secured Bank Product Agreements or Secured Hedge Agreements, respectively, with Holdings, the Borrower and/or the Restricted Subsidiaries, Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

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 Credit Agreement or the Security Agreement, as applicable.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, Grantor hereby grants a security interest in all of its right, title and interest in, to and under the Trademarks, to the extent owned by Grantor, that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for payment when due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and

Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.5 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Trademarks of such Grantor under this Grant of Security Interest in Trademarks.

5. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including 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.

6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]


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 day and year first above written.

DIVERSEY, INC., as a Grantor

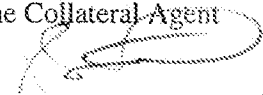
By:

Name:

Title:

  
Maurice Loret J.  
Treasurer of Diversey, Inc.

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as the Collateral Agent

By:   
Name: Judith E. Smith  
Title: Authorized Signatory

By:   
Name: Joan Park  
Title: Authorized Signatory

[Supplemental Grant of Security Interest in Trademark]

**TRADEMARK**  
**REEL: 006661 FRAME: 0347**

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

	<b>Owner</b>	<b>Trademark</b>	<b>Appl. No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
1.	Diversey, Inc.	EDUCARE	87748172 01/09/2018	5698861 03/12/2019
2.	Diversey, Inc.	INTELLILINEN	87045491 05/20/2016	5649677 01/08/2019
3.	Diversey, Inc.	INTELLIDISH	86923174 02/29/2016	5745865 05/07/2019
4.	Diversey, Inc.	INTERNET OF CLEAN	86464612 11/25/2014	5551076 08/28/2018
5.	Diversey, Inc.	INTERNET OF CLEAN	86464607 11/25/2014	5551075 08/28/2018