

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554155

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dynamic Solutions Worldwide, LLC		12/13/2019	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Collateral Agent		
Street Address:	245 Park Avenue		
Internal Address:	44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	86663733	ATRAKTA	
Serial Number:	87459067	ATRAKTAGLO	
Serial Number:	85772275		
Serial Number:	86935456	DYNA	
Serial Number:	86508258	DYNASTEAM	
Serial Number:	78795653	DYNATRAP	
Serial Number:	85731398	DYNATRAP INSECT ELIMINATOR	
Serial Number:	85646949	DYNAZAP	
Serial Number:	88482032	ENUF	
Serial Number:	87792332	ENUF	
Serial Number:	88162310	SAFE, SILENT, SIMPLE.	
Serial Number:	86566232	STEAM THE WEEDS AWAY	
Serial Number:	88694306	V3-LED	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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>			

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Phone: 212-906-1216
Email: angela.amaru@lw.com
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 885 Third Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 040896-0069

NAME OF SUBMITTER: Angela M. Amaru

SIGNATURE: /s/ Angela M. Amaru

DATE SIGNED: 12/19/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 13, 2019 (this “Trademark Security Agreement”), is made by Dynamic Solutions Worldwide, LLC, an Illinois limited liability company (the “Grantor”), in favor of Ares Capital Corporation (in its individual capacity, “Ares”), as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 21, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, the Lenders from time to time party thereto, Ares, as administrative agent, collateral agent, and revolver agent for the Lenders and Ares Capital Management LLC and Varagon Capital Partners L.P. as joint lead arrangers and joint bookrunners, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other affiliates of the Grantor have executed and delivered or otherwise become a party to the Guarantee and Collateral Agreement, dated as of June 21, 2017, in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Grantor granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantor agreed to execute and this Trademark Security Agreement, in order to record the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following (collectively, the “Trademark Collateral”):

- a. all of its Trademarks, including, without limitation, those referred to on Schedule I hereto;

- b. all renewals and extensions of the foregoing;
- c. all goodwill of the business connected with the use of, and symbolized by, each of the foregoing;
- d. all rights to sue or otherwise recover at law or in equity for any past, present or future infringement, dilution or other violation or impairment thereof; and
- e. all income, royalties, proceeds, damages and liabilities at any time due or payable or asserted under and with respect to any of the foregoing.

Notwithstanding anything contained herein, the foregoing grant of security interest shall not apply to any United States "intent to use" Trademark applications for which a statement of use or affidavit of use has not been filed with and accepted by the United States Patent and Trademark Office (but only until such statement or affidavit is filed and accepted by the United States Patent and Trademark Office).

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Successors and Assigns. The provisions of this Trademark Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

- Remainder of page intentionally blank; signature page follows -

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**DYNAMIC SOLUTIONS WORLDWIDE,
LLC,**

an Illinois limited liability company, as Grantor

By: 

Name: ANDREW CHURCH

Title: CFO + SECRETARY


ACCEPTED AND AGREED as of the date first above written:

ARES CAPITAL CORPORATION,
as Collateral Agent

By: 
Name: _____
Title: **Ian Fitzgerald**
Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

	Trademark	Application Number Application Date	Registration Number Registration Date	Status	Grantor
1.	ATRAKTA	86663733 6/16/2015	4985103 6/21/2016	Registered	Dynamic Solutions Worldwide, LLC
2.	ATRAKTAGLO	87459067 5/22/2017	5571564 9/25/2018	Registered	Dynamic Solutions Worldwide, LLC
3.	Design Only 	85772275 11/6/2012	4342686 5/28/2013	Registered	Dynamic Solutions Worldwide, LLC
4.	DYNA	86935456 3/10/2016	5680959 2/19/2019	Registered	Dynamic Solutions Worldwide, LLC
5.	DYNASTEAM	86508258 1/20/2015	4847899 11/3/2015	Registered	Dynamic Solutions Worldwide, LLC
6.	DYNATRAP	78795653 1/20/2006	3295437 9/18/2007	Registered	Dynamic Solutions Worldwide, LLC
7.	DYNATRAP INSECT ELIMINATOR	85731398 9/18/2012	4338286 5/21/2013	Registered	Dynamic Solutions Worldwide, LLC
8.	DYNAZAP	85646949 6/8/2012	4279436 1/22/2013	Registered	Dynamic Solutions Worldwide, LLC
9.	ENUF	88482032 6/20/2019	---	Pending ITU	Dynamic Solutions Worldwide, LLC
10.	ENUF	87792332 2/9/2018	5734994 4/23/2019	Registered	Dynamic Solutions Worldwide, LLC
11.	SAFE, SILENT, SIMPLE	88162310 10/19/2018	5815251 7/23/2019	Registered	Dynamic Solutions Worldwide, LLC
12.	STEAM THE WEEDS AWAY	86566232 3/17/2015	4980069 6/14/2016	Registered	Dynamic Solutions Worldwide, LLC
13.	V3-LED V3-LED	88694306 11/15/2019	---	Pending ITU	Dynamic Solutions Worldwide, LLC