

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566717

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VARN INTERNATIONAL, INC.		03/11/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	DEUTSCHE BANK AG, LONDON BRANCH, as collateral agent		
Street Address:	Taunusanlage 12		
City:	Frankfurt am Main		
State/Country:	GERMANY		
Postal Code:	60325		
Entity Type:	Aktiengesellschaft (Ag): GERMANY		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3028158	ECOLO-WASH	
Registration Number:	2571445	ECOLO-CLEAN	
Registration Number:	2634468	RESPONSE	
Registration Number:	1329131	VARN	
Registration Number:	1331489	VARN	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	44739.00002		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	03/12/2020		

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Total Attachments: 5

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FIRST LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of March 11, 2020 (this “**Agreement**”), among VARN INTERNATIONAL, INC., a company organized under the laws of Delaware (the “**Grantor**”) and DEUTSCHE BANK AG, LONDON BRANCH, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the First Lien Security Agreement dated as of September 5, 2014 (as has been or will be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), COLOUROZ INVESTMENT 2 LLC, a limited liability company organized under the laws of Delaware (“**Initial U.S. Borrower**”), Flint Group Incorporated, a corporation organized under the laws of Michigan (“**Additional U.S. Borrower**”) and together with the Initial U.S. Borrower, each a “**Borrower**” and, collectively, the “**Borrowers**”), certain Domestic Subsidiaries of Holdings from time to time party hereto, and the Collateral Agent and (b) First Lien Credit Agreement, dated as of September 5, 2014 (as amended by that certain Amendment No. 1, dated as of May 22, 2015, that certain Amendment No. 2, dated as of December 11, 2015, that certain Amendment No. 3, dated as of February 6, 2017, that certain Amendment No. 4, dated as of March 3, 2017, that certain Amendment No. 5, dated as of April 1, 2019, and that certain Amendment No. 6, dated December 16, 2019 and as may be further amended, restated, amended and restated, modified, supplemented and/or refinanced from time to time prior to the date hereof, the “**Credit Agreement**”), among the Borrowers, COLOUROZ MIDCO, as Parent, FLINT HOLDCO (formerly known as COLOUROZ HOLDCO), as Intermediate Holdings, FLINT GROUP GMBH, as Additional German Borrower, the other Borrowers party thereto from time to time, the Guarantors from time to time party thereto, DEUTSCHE BANK AG, LONDON BRANCH, as Administrative Agent and Collateral Agent, and each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”) and the other agents named therein. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor, who is an affiliate of the Borrowers, has derived and will continue to derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

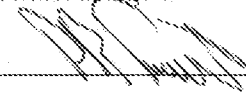
(b) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I, and all rights to sue at law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof, including the right to receive all income, royalties, proceeds and damages therefrom, whether now or hereafter due or payable (the “**Trademarks**”), and

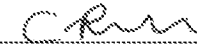
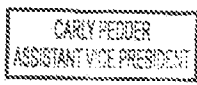
(c) all goodwill associated with or symbolized by the Trademarks.

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 interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

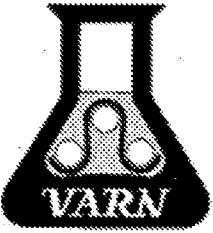
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DEUTSCHE BANK AG, LONDON BRANCH,
as the Collateral Agent

By: 
Name: _____
Title: Paul Gaines
Assistant Vice President

By: 
Name: _____
Title: _____


Schedule I – Trademark Collateral

Registered Owner	Mark	Registration Number	Registration Date
Varn International, Inc.	ECOLO-WASH	3028158	12/13/2005
Varn International, Inc.	ECOLO-CLEAN	2571445	5/21/2002
Varn International, Inc.	RESPONSE	2634468	10/15/2002
Varn International, Inc.	VARN 	1329131	4/9/1985
Varn International, Inc.	VARN	1331489	4/23/1985