

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571347

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Recochem Inc.		04/09/2020	Corporation: BRITISH COLUMBIA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5981156	H2BLU	
Registration Number:	5981155	H ² BLU	
Registration Number:	5650912	PRO SHIELD OAT CORROSION DEFENSE	
Registration Number:	5923749	R RECOCHEM OEM ORIGINAL EQUIPMENT MANUFA	
Registration Number:	5958531	HD EXPERT	
Registration Number:	5958520	ABSOLUTE ZERO	
Registration Number:	5978647	NEVER BURST	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	057121-0306		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		

OP \$190.00 5981156

DATE SIGNED:	04/09/2020
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 9, 2020, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Antares Capital LP (“Antares”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 31, 2018 (as amended by that certain Incremental Amendment and Amendment No. 1 to Credit Agreement, dated as of April 9, 2020 and as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, New US Holdco 1, New US Holdco 2, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, from time to time the Credit Parties may enter into one or more Secured Rate Contracts with Secured Swap Providers and/or Secured Cash Management Agreements with Cash Management Banks;

WHEREAS, each Grantor has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement, dated as of April 9, 2020 by Recochem Inc. and other Grantors party thereto from time to time in favor of Agent (and such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the other Credit Parties; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder and to induce the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into Secured Cash Management Agreements, each Grantor hereby agrees with Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each 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, hereby grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, however, that in no event shall the Trademark Collateral include Excluded Property.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

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.

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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

AUTO-CHEM INC.,

as a Grantor

DocuSigned by:

By: Alain Tanguay

Name: Alain Tanguay

Title:

ADAM'S POLISHES, LLC,

as a Grantor

By: _____

Name:

Title:

B&B BLENDING, LLC,

as a Grantor

By: _____

Name:

Title:

IN WITNESS WHEREOF, each 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.

AUTO-CHEM INC.,
as a Grantor

By: _____
Name:
Title:

ADAM'S POLISHES, LLC,
as a Grantor

By: Richard Boudreaux
Name: Richard Boudreaux
Title: President

B&B BLENDING, LLC,
as a Grantor

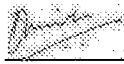
By: Richard Boudreaux
Name: Richard Boudreaux
Title: President

RECOCHEM INC.,
as a Grantor

By: _____ *Richard Boudreaux*
Name: Richard Boudreaux
Title: President

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent


By: 
Name: Bhoumik Rokadia
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT


Trademark Registrations

REGISTERED TRADEMARKS

Grantor: Auto-Chem Inc.

Trademark	Country	Status
BODYPRO BODYPRO	UNITED STATES	Renewed (Registered) App 19-JAN-2005 App 78550025 Reg 06-SEP-2005 Reg 2992608
AQUAPRO 	UNITED STATES	Renewed (Registered) App 06-JUL-1995 App 74698085 Reg 14-APR-1998 Reg 2150000

Grantor: Adam's Polishes, LLC

Trademark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
A ADAM'S POLISHES 	3, 5, 7, 12, 21, 37	87751921 11-JAN-2018	5553886 04-SEP-2018
ADAM'S	3	78660147 28-JUN-2005	3185976 19-DEC-2006
ADAM'S POLISHES	3, 5, 7, 12, 21	87823174 07-MAR-2018	5541117 14-AUG-2018
H2O GUARD & GLOSS	2	87832631 13-MAR-2018	5585607 16-OCT-2018
SWIRL KILLER	7	87212080 21-OCT-2016	5217378 06-JUN-2017

Grantor: B&B Blending, LLC¹

Trademark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
PURIS	3	86299855 04-JUN-2014	4852102 10-NOV-2015

Grantor: Recochem Inc.

Trademark	Serial No.	Registration No.
H2BLU	88355125	5981156
H2BLU & Design	88355124	5981155
PRO SHIELD OAT CORROSION DEFENSE	87678339	5650912
R RECOCHEM OEM ORIGINAL EQUIPMENT MANUFACTURER	87495042	5923749
HD EXPERT	87678305	5958531
ABSOLUTE ZERO	87610614	5958520
NEVER BURST	87610613	5978647

TRADEMARK APPLICATIONS

None.

¹ Name change paperwork to be filed to reflect owner name as "B&B Blending, LLC" instead of "B&B Blending LLC".