

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM599923

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
I.S.E.L., LLC		08/27/2020	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3970174	ALGID	
Registration Number:	4153572	ISEL	
Registration Number:	4335667	ISEL	
Registration Number:	4937843	N	
Registration Number:	4942403	NXT	
Registration Number:	3992651	TORR PLUS	
Registration Number:	4178320	VR HEAVY INDUSTRIES	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		

OP \$190.00 3970174

ATTORNEY DOCKET NUMBER:	18876.515093
NAME OF SUBMITTER:	Moira Sheehan
SIGNATURE:	/Moira Sheehan/
DATE SIGNED:	09/28/2020
Total Attachments: 4 source=ISEL - Notes Trademark IPSA (Executed)#page1.tif source=ISEL - Notes Trademark IPSA (Executed)#page2.tif source=ISEL - Notes Trademark IPSA (Executed)#page3.tif source=ISEL - Notes Trademark IPSA (Executed)#page4.tif	

NOTES TRADEMARK SECURITY AGREEMENT dated as of August 27, 2020 (this “Agreement”), between I.S.E.L., LLC, a Florida limited liability company (the “Grantor”) and Wilmington Trust, National Association, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Note Purchase Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), among DCG INTERMEDIATE CORP., a Delaware corporation (“Holdings”), DCG ACQUISITION CORP., a Delaware corporation (the “Issuer”), the Purchasers party thereto and Wilmington Trust, National Association, as Administrative Agent and Collateral Agent, and (b) the Notes Collateral Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Issuer, the other Grantors from time to time party thereto and the Collateral Agent. The Purchasers have agreed to extend credit to the Issuer subject to the terms and conditions set forth in the Note Purchase Agreement. The Grantor is an Affiliate of the Issuer and is willing to execute and deliver this Agreement in order to induce the Purchasers to purchase additional Notes and as consideration for Notes previously purchased and to secure the Secured Obligations. 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 Collateral Agreement or the Note Purchase Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral 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 Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under the United States trademark registrations and trademark applications listed on Schedule I attached hereto (the “Trademark Collateral”). Notwithstanding the foregoing, for clarity, the Trademark Collateral shall not include any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The 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 Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

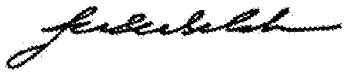
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

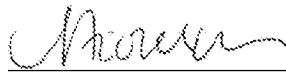
I.S.E.L., LLC, as Grantor

By: DuBois Chemicals, Inc.
Its: Sole Member

By: 

Name: Jeffrey W. Welsh
Title: President

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Nicole Kroll
Title: Assistant Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007063 FRAME: 0621

Schedule I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION

Trademark	Country	Status	Application#/Date	Registration#/Date	Owner Name
ALGID	USA	Registered	85144118, 4-Oct-10	3970174, 31-May-11	I.S.E.L., LLC
ISEL	USA	Registered	85438884, 4-Oct-11	4153572, 5-Jun-12	I.S.E.L., LLC
ISEL & Design	USA	Registered	85439704, 5-Oct-11	4335667, 14-May-13	I.S.E.L., LLC
N & Design	USA	Registered	86490022, 24-Dec-14	4937843, 12-Apr-16	I.S.E.L., LLC
NXT	USA	Registered	86490026, 24-Dec-14	4942403, 19-Apr-16	I.S.E.L., LLC
TORR PLUS	USA	Registered	85144129, 4-Oct-10	3992651, 12-Jul-11	I.S.E.L., LLC
VR HEAVY INDUSTRIES	USA	Registered	85438404, 4-Oct-11	4178320, 24-Jul-12	I.S.E.L., LLC