

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM682367

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Douglas Machines Corp.		10/07/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	DM Strategic Capital Debtco, LLC		
Street Address:	450 S. Orange Avenue, Ste. 1400		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32801		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2235796	DOUGLAS WASHING AND SANITIZING SYSTEMS	
Registration Number:	5856762	DOUGLAS MACHINES CORP.	
Serial Number:	90536401	DOUGLAS WASHING AND SANITIZING SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	7344184213		
<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:	7344184212		
Email:	trademark@honigman.com		
Correspondent Name:	Angela Alvarez Sujek		
Address Line 1:	39400 Woodward Ave # 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	225828497281		
NAME OF SUBMITTER:	Angela Alvarez Sujek		
SIGNATURE:	/angela alvarez sujek/		
DATE SIGNED:	10/20/2021		
Total Attachments: 6			
source=Project Nautilus - Trademark Security Agreement [executed](41119449_1)#page1.tif			
source=Project Nautilus - Trademark Security Agreement [executed](41119449_1)#page2.tif			
source=Project Nautilus - Trademark Security Agreement [executed](41119449_1)#page3.tif			

CH \$90.00 2235796

source=Project Nautilus - Trademark Security Agreement [executed](41119449_1)#page4.tif

source=Project Nautilus - Trademark Security Agreement [executed](41119449_1)#page5.tif

source=Project Nautilus - Trademark Security Agreement [executed](41119449_1)#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of this 7 day of October, 2021, by DOUGLAS MACHINES CORP., a Delaware corporation (“**Grantor**”), in favor of DM STRATEGIC CAPITAL DEBTCO, LLC, in its capacity as Collateral Agent for the Secured Parties (as defined in the Guarantee and Collateral Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, DOUGLAS MACHINES BUYER, INC., a Delaware corporation (“**BuyerCo**”), and immediately following consummation of the Nautilus Acquisition (as defined in the Note Purchase Agreement), Grantor (together with BuyerCo and each other Person that from time to time becomes a borrower thereunder pursuant to the terms thereof, are referred to herein individually as a “**Company**” and collectively as the “**Companies**”), DOUGLAS MACHINES HOLDINGS, LLC, a Delaware limited liability company, the purchasers from time to time party thereto (the “**Purchasers**”), and Grantee, as agent for the Purchasers, have entered into that certain Note Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”; capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such term in the Note Purchase Agreement), pursuant to which the Purchasers have agreed, subject to the terms and conditions thereof, to purchase certain Senior Secured Notes from the Companies.

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement of even date herewith among Grantee, Grantor and the other Note Parties (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Secured Parties, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), and all products and proceeds thereof, to secure the payment of all amounts owing by the Companies under the Note Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Guarantee and Collateral Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Section 8.18 of the Guarantee and Collateral Agreement is incorporated herein as if fully set forth herein. If there is a conflict between the Guarantee and Collateral Agreement and this Agreement, the terms of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations (as defined in the Guarantee and Collateral Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Secured Parties, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(a) all of its Trademarks and all Intellectual Property Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule A 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.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral and automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York without regard to conflicts of laws principles.

5. Authorization to Supplement. If Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to the Collateral Agent as required by the Guarantee and Collateral Agreement with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes the Collateral Agent to unilaterally amend Schedule A to include future United States registered Trademarks or Trademark applications of Grantor. Notwithstanding the foregoing, no failure to amend Schedule A shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule A.

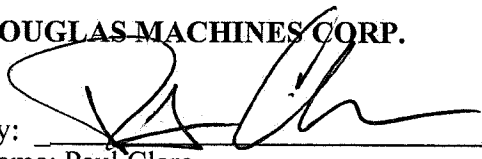
6. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

7. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall together constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

- Remainder of Page Intentionally Left Blank; Signature Pages Follow -

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

DOUGLAS MACHINES CORP.

By: 
Name: Paul Claro
Title: Chief Executive Officer

Agreed and accepted as of the date first written above:

DM STRATEGIC CAPITAL DEBTCO, LLC,
as Collateral Agent



By:  _____

Name: David I. Wolmer

Title: Authorized Agent

Schedule A

Trademark Registrations & Applications

Mark	Source	Status	App. Date/ App. No.	Reg. Date/Reg. No.
Design Mark – Douglas Washing And Sanitizing Systems	USPTO	Registered	App. Date: December 1, 1997 App No. 75398459	Reg. Date: March 30, 1999 Reg No. 2235796
 DOUGLAS MACHINES CORP.	USPTO	Registered	App. Date: February 26, 2019 App No. 88316381	Reg. Date: September 10, 2019 Reg No. 5856762
 DOUGLAS	USPTO	Pending	App. Date: February 19, 2021 App No. 90536401	N/A

Trademark Licenses

None.