

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709260

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DELTA INDUSTRIES INTERNATIONAL, INC.		02/14/2022	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as collateral agent		
Street Address:	60 Livingston Avenue		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1953511	ENVIROSPRAY	
Registration Number:	1831906	ENVIROKIND	
Registration Number:	1816568	LIBERTY POLISH	
Registration Number:	1816567	LIBERTY POLISH FREEDOM FROM WORK AND DRU	
Registration Number:	955004	SPRAY PAL	
Serial Number:	90202818	B'EVO BUTTER SPRAYER	
Serial Number:	97113354	SPRAYMASTER	
CORRESPONDENCE DATA			
Fax Number:	2125305219		
<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:	2125305243		
Email:	dcip@milbank.com, ehyla@milbank.com		
Correspondent Name:	Eric Hyla, Esq.		
Address Line 1:	55 Hudson Yards		
Address Line 2:	Milbank, LLP		
Address Line 4:	New York, NEW YORK 10001-2163		
ATTORNEY DOCKET NUMBER:	30045.00269		

CH \$190.00 1953511

NAME OF SUBMITTER:	Eric Hyla
SIGNATURE:	/Eric Hyla/
DATE SIGNED:	02/18/2022
Total Attachments: 6 source=Tricor 2L - Trademark Security Agreement Supplement (ZH and Delta) (Executed)#page1.tif source=Tricor 2L - Trademark Security Agreement Supplement (ZH and Delta) (Executed)#page2.tif source=Tricor 2L - Trademark Security Agreement Supplement (ZH and Delta) (Executed)#page3.tif source=Tricor 2L - Trademark Security Agreement Supplement (ZH and Delta) (Executed)#page4.tif source=Tricor 2L - Trademark Security Agreement Supplement (ZH and Delta) (Executed)#page5.tif source=Tricor 2L - Trademark Security Agreement Supplement (ZH and Delta) (Executed)#page6.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This SUPPLEMENT No. 2 dated as of February 14, 2022 (this “Supplement”), to the Second Lien Trademark Security Agreement, dated as of March 3, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including, without limitation that certain Supplement No. 1, dated as of September 23, 2021, the “Trademark Security Agreement”), is made by DELTA INDUSTRIES INTERNATIONAL, INC., a Pennsylvania corporation (the “Grantor”), in favor of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (as successor to U.S. Bank National Association), as the collateral agent for the Secured Parties (together with its successors and assigns, the “Collateral Agent”).

WHEREAS, the Grantor is party to (i) that certain Second Lien Security Agreement, dated as of March 3, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Grantor, the other grantors party thereto and the Collateral Agent and (ii) the Trademark Security Agreement;

WHEREAS, the Grantor has entered into the Security Agreement in order to induce the Purchasers to purchase the Notes. Section 7.13 of the Security Agreement provides that additional Restricted Subsidiaries of the Grantors may become Grantors under the Security Agreement by execution and delivery of an instrument substantially in the form of this Supplement. The undersigned Grantor is executing this Supplement in accordance with the requirements of the Indenture to become a Grantor under the Security Agreement as consideration for Notes previously purchased;

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor; and

WHEREAS, the Grantor has agreed to execute this Supplement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. 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, 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 registered and applied for Trademarks set forth on Schedule A hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and, with respect to the foregoing, (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and

dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the "Trademark Collateral"); *provided* that "Trademark Collateral" shall not include, and the Security Interest shall not attach to, any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto to the extent that, and 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 (it being understood that, after such period, such intent-to-use application shall be automatically subject to the Security Interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Supplement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts.

(a) This Supplement may be executed in any number of 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 instrument. Any signature to this Supplement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable Law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Supplement.

(b) Each party hereto represents and warrants to the other parties hereto that it has the corporate capacity and authority to execute this Supplement through electronic means and there are no restrictions for doing so in such party's constitutive documents.

SECTION 5. Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and 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 incorporated herein by reference as if fully set forth herein, and the security interest granted hereunder to the Collateral Agent is in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. In the event that any provision of this Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST)

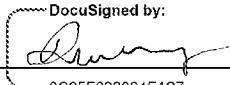
SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

SECTION 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS SUPPLEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS SUPPLEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Supplement as of the date first above written.

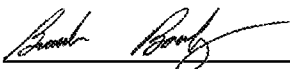
DELTA INDUSTRIES INTERNATIONAL, INC.

By:  _____
DocuSigned by:
0C95F632094F4C7...
Name: Declan McCarthy
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

Accepted and Agreed:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Collateral Agent

By: 
Name: Brandon Bonfig
Title: Vice President

SCHEDULE A

1. U.S. Trademark Registrations

Holder	Mark	Registration No.	Registration Date
Delta Industries International, Inc.	ENVIROSPRAY	1953511	January 30, 1996
Delta Industries International, Inc.	ENVIROKIND	1831906	April 19, 1994
Delta Industries International, Inc.	LIBERTY POLISH	1816568	January 18, 1994
Delta Industries International, Inc.	LIBERTY POLISH FREEDOM FROM WORK AND DRUDGERY & Design	1816567	January 18, 1994
Delta Industries International, Inc.	SPRAY PAL	955004	March 13, 1973

2. U.S. Trademark Applications

Holder	Mark	Registration No.	Registration Date
Delta Industries International, Inc.	B'EVO BUTTER SPRAYER design	90202818	September 23, 2020
Delta Industries International, Inc.	SPRAYMASTER	97113354	November 8, 2021