

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM738447

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AGREEMENT OF AGENT RESIGNATION, APPOINTMENT AND ACCEPTANCE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VIRTUS GROUP, LP		06/03/2022	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	Delaware Trust Company		
Street Address:	251 Little Falls Drive		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4445889	DCC	
Registration Number:	4445890	DCC	
Registration Number:	0837400	KROLOR	
Registration Number:	4348772	WORKING TOGETHER FOR QUALITY	
Registration Number:	4134607	LANSCO COLORS	
Registration Number:	1311813	LANSCO	
Registration Number:	3023017	WE BRING A WORLD OF COLOR TO YOUR DOOR	
Registration Number:	4134601	WE BRING A WORLD OF COLOR TO YOUR DOOR	
Registration Number:	5091691	LANOX	
Registration Number:	1232426	PERRINDO	
Registration Number:	1235969	QUINDO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Heather Schneider		
Address Line 1:	787 Seventh Avenue		

CH \$290.00 4445889

Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER:	Heather Schneider
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SIGNATURE:	/Heather Schneider/
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DATE SIGNED:	07/01/2022
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Total Attachments: 57[illegible]

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REEL: 007768 FRAME: 0857

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AGREEMENT OF AGENT RESIGNATION, APPOINTMENT AND ACCEPTANCE

This **AGREEMENT OF AGENT RESIGNATION, APPOINTMENT AND ACCEPTANCE** (this “Agreement”) is dated as of June 3, 2022, by and among H.I.G. Colors, Inc., a Delaware corporation (“Holdings”), DCL Corporation, a corporation organized under the laws of the Province of Ontario (the “Canadian Borrower”), DCL Holdings (USA), Inc., a Delaware corporation (the “U.S. Borrower” and together with the Canadian Borrower and Holdings, each a “Borrower” and collectively the “Borrowers”), the other Loan Parties signatory hereto, VIRTUS GROUP, LP (“Virtus”), in its capacities as the Administrative Agent and as the Collateral Agent (collectively, the “Resigning Agent”) under the Credit Agreement (as defined below) and all other Loan Documents to which the Resigning Agent is a party, the Lenders appearing on the signature pages hereto (the “Appointing Lenders”), Delaware Trust Company (“Delaware Trust”), as successor to the Resigning Agent (the “Successor Agent”). Capitalized terms used herein without definition have the respective meanings ascribed thereto in the Credit Agreement (as defined below) or otherwise incorporated therein by reference.

RECITALS

WHEREAS, Holdings, the Borrowers, the other Loan Parties party thereto, Resigning Agent and the Lenders from time to time party thereto, are parties to that certain Credit Agreement, dated as of April 6, 2018 (as supplemented by the Joinder Agreement, dated as of April 6, 2018 between DCL Corporation (NL) B.V. (formerly known as DCC Maastricht B.V.) and the Resigning Agent, as further supplemented by the Joinder Agreement, dated July 30, 2018 between DCL Corporation (Europe) Limited (formerly known as Dominion Colour Corporation (Europe) Limited) and the Resigning Agent, and as amended by (i) the First Amendment to Credit Agreement dated as of April 26, 2019, (ii) the Second Amendment to Credit Agreement dated as of May 6, 2021, (iii) the Third Amendment to Credit Agreement dated as of May 31, 2021, (iv) the Fourth Amendment to Credit Agreement dated as of December 16, 2021, and as may be further amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, on February 18, 2022, Resigning Agent delivered notice of its resignation as Administrative Agent under the Credit Agreement and the other Loan Documents to which it is a party (the “Resignation Notice”);

WHEREAS, in accordance with the terms of the Credit Agreement, Virtus desires to resign as Administrative Agent and Collateral Agent, and the Required Lenders, with the consent of the Borrowers, have the right to appoint a successor Administrative Agent and Collateral Agent;

WHEREAS, the Appointing Lenders, which constitute the Required Lenders under the Credit Agreement, desire to appoint Delaware Trust to act as the successor Administrative Agent and Collateral Agent under the Credit Agreement and the other Loan Documents to which the Resigning Agent is a party; and

WHEREAS, Delaware Trust is willing to accept its appointment as successor to Virtus in its capacity as Administrative Agent and Collateral Agent under the Credit Agreement and the

other Loan Documents to which it is a party, and to respectively take all other actions that may be necessary or advisable to give effect to such appointment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. RESIGNATION OF AGENT. Pursuant to Section 9.06 of the Credit Agreement, the Resigning Agent delivered the Resignation Notice to the Lenders and the Loan Parties notifying such parties that it will be resigning as Administrative Agent and Collateral Agent under the Credit Agreement and any other Loan Document to which the Resigning Agent is a party, effective as of the Effective Date (as defined below).

2. APPOINTMENT OF SUCCESSOR AGENT. The Appointing Lenders, which constitute the Required Lenders under the Credit Agreement, hereby appoint, and the Borrowers hereby consent to the appointment of, effective as of the Effective Date, Delaware Trust as successor Administrative Agent and Collateral Agent under the Credit Agreement and each other Loan Document to which either Agent is a party, with all the authority, rights, powers and immunities vested in, and all the duties and obligations binding on, such Agent under the Credit Agreement and any other Loan Document to which such Agent is a party.

3. ACCEPTANCE OF APPOINTMENT BY SUCCESSOR AGENT.

(a) Acceptance of Appointment of the Successor Agent. As of the Effective Date, the Successor Agent accepts its appointment as Administrative Agent and Collateral Agent under the Credit Agreement and each other Loan Document to which an Agent in such capacity is a party, with all the authority, rights, powers and immunities vested in, and all the duties and obligations binding on, such Agent under the Credit Agreement and any other Loan Document to which it is a party.

(b) Acceptance of Resignation of the Resigning Agent. The Lenders and the Borrowers waive any inconsistency, requirement or other conflict with the provisions of any sections of the Credit Agreement with respect to the resignation of Virtus as Administrative Agent and Collateral Agent and the appointment under this Agreement of Delaware Trust, as successor Administrative Agent and Collateral Agent (including without limitation any notice requirements related thereto), and agree that, as of the Effective Date, such resignation and appointment and the acceptance thereof shall become effective under each of the Loan Documents to which an Agent is a party and binding on each of the parties hereto.

(c) Addresses for Notices. For purposes of the Credit Agreement and each other Loan Document, upon and after the Effective Date, all notices and other communications provided for thereunder to an Agent shall be delivered or transmitted pursuant to the terms of the Credit Agreement or the applicable Loan Document to the Successor Agent at:

Delaware Trust Company
251 Little Falls Drive
Wilmington, DE 19808
Attn: Loan Administration – DCL Holdings (USA), Inc.

Email: loanagent@delawaretrustloanagency.com & sean.foronjy@delawaretrust.com

With a copy (which shall not constitute notice) to:

Seward & Kissel LLP
One Battery Park Plaza
New York, New York 10004
Attn: Gregg Bateman
Facsimile: (212) 480-8421
Email: bateman@sewkis.com

4. ASSIGNMENT AND VESTING OF POWERS; DELIVERY OF PROPERTY; FURTHER ASSURANCES.

- (a) Assignment and Vesting of Agent Powers. As of the Effective Date:
- (i) *Assignment of Agent Powers.* The Resigning Agent hereby confirms and assigns to the Successor Agent, all authority, property, rights, powers, duties, immunities and obligations of the Agents under the Credit Agreement and the other Loan Documents to which an Agent is a party. The Resigning Agent shall remain responsible and liable for its actions and omissions prior to the Effective Date and shall retain all obligations expressly stated to continue, including those set forth in Sections 3(c) and 7 of the Deed of Accession (as defined below).
- (ii) *Vesting of Agent Powers.* Without any further deed, act or conveyance, (x) the Successor Agent shall succeed to and become vested with all of the authority, property, rights, powers, immunities, duties and obligations of each Agent, under each Loan Document to which the Resigning Agent is a party (except with respect to any Loan Document governed under English law or set forth in the Deed of Accession), and the term “Administrative Agent”, “Collateral Agent” and “Agent” or words of like import under the Loan Documents shall mean the Successor Agent, and (y) except as otherwise expressly set forth herein, the Resigning Agent shall be discharged from its respective rights, powers, duties and obligations as Agent under the Loan Documents to which it is a party (other than its duties and obligations pursuant to Section 10.12 (Treatment of Certain Information; Confidentiality) of the Credit Agreement) without any further act or deed on the part of the Resigning Agent or any of the other Secured Parties (provided that, the Resigning Agent shall, at the expense of the Loan Parties, without representation, warranty or recourse, execute and deliver such documents, instruments and agreements as are reasonably necessary to effect any assignment of the rights and obligations of the Resigning Agent to the Successor Agent and deliver all Collateral in its possession to the Successor Agent).
- (iii) *Limitation of Liability of Successor Agent.* Notwithstanding anything in this Agreement, the Credit Agreement or any Loan Document to the contrary, in no

event shall the Successor Agent (i) be responsible or liable for any event, circumstance, condition or action existing or occurring prior to the Effective Date with respect to the Collateral, the Credit Agreement, any Loan Document or the transactions contemplated thereby, and (ii) be responsible or liable for any actions or omissions of the Resigning Agent which Resigning Agent shall remain responsible or liable except to the extent limited by the Credit Agreement or any other Loan Document (other than this Agreement).

- (iv) *Transfer of Liens.* As of the Effective Date, the Resigning Agent shall be deemed to transfer, assign and convey to the Successor Agent, for the benefit of the Successor Agent and the Lenders (collectively, the “Secured Parties”), and the Successor Agent shall be deemed to accept such transfer, assignment and conveyance from the Resigning Agent, all powers of attorney, security interests, mortgages, Liens, Collateral and other rights, titles, indemnities, interests, privileges, claims, demands, equities and charges of the Resigning Agent as the assignee, mortgagee, secured party or beneficiary, whether now or hereafter existing under or pursuant to any of the Loan Documents. Notwithstanding anything herein to the contrary, all such Liens shall in all respects be continuing and in effect and are hereby ratified and reaffirmed by the Loan Parties. Without limiting the generality of the foregoing and notwithstanding anything herein to the contrary: (a) any reference to Virtus Group, LP (individually or as administrative agent, collateral agent, agent or secured party) on any UCC or PPSA financing statement, notice of grant of security, mortgage or other publicly filed document, to the extent such filing relates to the Liens and security interests assigned hereby, until such filing is modified to refer to Delaware Trust, as the Collateral Agent, shall, with respect to such Liens, constitute a reference to the Resigning Agent as sub-collateral agent for Delaware Trust, as successor Collateral Agent, and (b) any Collateral in the possession or control of the Resigning Agent, for the benefit of the Secured Parties, until delivered to Delaware Trust, as successor Collateral Agent or until documentation is executed granting control of such Collateral to the Delaware Trust, as successor Collateral Agent, shall be deemed to be held or controlled, as applicable, by the Resigning Agent, in its capacity as sub-collateral agent for Delaware Trust, as successor Collateral Agent. Delaware Trust, as successor Collateral Agent hereby appoints the Resigning Agent as its sub-collateral agent for such purposes; provided, however, such appointment shall be for a term (the “Sub-Collateral Agent Period”) that shall terminate on the earlier of (i) 60 days from the Effective Date, and (ii) the date (a) all such public filings are modified to refer to Delaware Trust, as the Collateral Agent and (b) all such Collateral held or controlled by the Resigning Agent has been delivered to the Successor Agent or documentation is executed granting control of such Collateral to the Successor Agent, as applicable. As sub-collateral agent, Virtus Group, LP shall be entitled to all rights, benefits and immunities of the Collateral Agent under and pursuant to the Credit Agreement and the Loan Documents, subject to the terms thereof. Following the occurrence of the Effective Date, the Loan Parties authorize the Resigning Agent, the Successor Agent and the Lenders to file financing statements, assignments and amendments and other documents with respect to the Collateral described in

the Loan Documents and the proceeds thereof to the same extent that the Resigning Agent was so authorized pursuant to the Loan Documents.

- (v) *Perfection of Security Interests.* Upon the occurrence of the Effective Date, the Appointing Lenders shall prepare and file (and, if applicable, record), and the Successor Agent, the Resigning Agent, the Lenders and the Loan Parties shall each cooperate with each other to negotiate, finalize execute and, if applicable, authorize the filing or recording of, at the Borrowers' expense, any and all notices, certificates, assignments, instruments, Uniform Commercial Code or PPSA financing statements, notice of grant of security and/or other documents, agreements or instruments including, without limitation, filings in respect of any Collateral, and assignments, amendments and restatements, amendments or supplements to any Uniform Commercial Code or PPSA financing statements, notices of grant of security, mortgages, deeds of trust, security agreements, pledge agreements, intercreditor agreements, or other Loan Documents, as necessary, or as may be requested by the Appointing Lenders or the Borrowers, and not in contravention of the Loan Documents, to affect or evidence (of public record or otherwise) the transactions herein contemplated, including, but not limited to, the resignation of the Resigning Agent and the appointment of the Successor Agent, and the assignment to the Successor Agent of the Liens and security interests in the Collateral, and each party hereto agrees to execute any documentation and to take such other actions as may reasonably be necessary to evidence the resignation and appointment described herein. For the avoidance of doubt, following the occurrence of the Effective Date, the Resigning Agent and the Borrowers each hereby authorize the Appointing Lenders and the Successor Agent to file Uniform Commercial Code, Personal Property Security Act, Canadian Intellectual Property Office and mortgage assignments or amendments in all relevant jurisdictions with respect to any existing UCC-1 and PPSA financing statements, notices of grant of security or mortgages filed in favor of Resigning Agent prior to the date hereof.
- (vi) *No Responsibility or Representation.* Notwithstanding anything herein or in any Loan Document to the contrary, the Successor Agent and the Resigning Agent, and their respective Affiliates, shall not be responsible for and make no representation as to the creation, perfection, priority, sufficiency or protection existence, genuineness, value or protection of any Collateral, for the legality, effectiveness or sufficiency of any assigned security instrument, Lien or other interest, or for any liens or security interests securing the same. Notwithstanding anything herein to the contrary, neither the Resigning Agent nor the Successor Agent shall be responsible for, or have any duty to ascertain or inquire into, or ensure or be responsible for, the creation, validity, priority or perfection of any lien or security interest purported to be transferred, assigned or conveyed pursuant to this Agreement, the Credit Agreement or any other Loan Document; it being understood that all such duties and responsibilities shall be those of the Loan Parties pursuant to the Credit Agreement and the other Loan Documents.

- (vii) *No Determination by Successor Agent.* It is acknowledged and agreed by each of the parties hereto that the Successor Agent has made no determination as to (i) the validity, enforceability, effectiveness or priority of any Liens granted or purported to be granted pursuant to the Credit Agreement and the other Loan Documents or (ii) the accuracy or sufficiency of the documents, filings, recordings and other actions taken to create, perfect or maintain the existence, perfection or priority of the Liens granted or purported to be granted pursuant to the Credit Agreement and the other Loan Documents. The Successor Agent shall be entitled to assume that, as of the date hereof, all Liens purported to be granted and perfected pursuant to the Credit Agreement and the other Loan Documents are valid and perfected Liens having the priority intended by the Lender and the Credit Agreement and the other Loan Documents.
- (viii) *Execution and Delivery of Notices.* The Resigning Agent shall execute and deliver (or shall have executed and delivered) such notices, instructions and assignments prepared by the Appointing Lenders and at the expense of the Loan Parties as the Appointing Lenders determine may be necessary or desirable to transfer the rights of the Resigning Agent under the Credit Agreement and Loan Documents to the Successor Agent; provided, however, that the Resigning Agent shall have no duty, obligation or responsibility of any nature whatsoever regarding the determination of the necessity or desirability thereof or the form and scope thereof.
- (ix) *Indemnification.* The parties hereby agree that the provisions of Article IX and Section 10.03 of the Credit Agreement shall inure to the benefit of the Resigning Agent as to any actions taken or failed to be taken by it while acting as Agent under the Loan Documents to which it is a party or by which it is otherwise bound and also as sub-collateral agent pursuant to the terms of this Agreement. The parties further hereby affirm that the provisions of Article IX and Section 10.03 of the Credit Agreement shall inure to the benefit of the Successor Agent with respect to any actions it takes or fails to take pursuant to this Agreement or while acting as an Agent under the Loan Documents to which it is a party or by which it is otherwise bound.
- (x) *Non-Assumption of Liability.* Each of the Loan Parties and the Lenders, with respect to its applicable indemnification obligations under each of the Loan Documents, expressly agrees and confirms that the Successor Agent's right to indemnification, as set forth in the Loan Documents, shall apply with respect to any and all losses, claims, costs and expenses that the Successor Agent suffers, incurs or is threatened with relating to actions taken or omitted by any Person whether prior to or after the Effective Date.
- (b) Additional Dutch law transfer.
- (i) The Resigning Agent hereby transfers by way of a transfer of legal relationship within the meaning of section 6:159 DCC to the Successor Agent, its entire legal relationship (in its capacity as Collateral Agent), including all its rights, parallel debts, authorities, authorizations, powers of attorney and obligations

resulting therefrom, with respect to each of the Canadian Borrower and DCL Corporation (NL) B.V. (together the “Dutch Security Providers” and each a “Dutch Security Provider”) or other party, under or in connection with each Security Document governed by Dutch law (the “Dutch Security Documents”) to which it is a party, with effect from and including the Effective Date and including the *goederenrechtelijke overeenkomsten tot vestiging van het pandrecht* relating to assets that have not been acquired by the relevant Dutch Security Provider before the Effective Date.

- (ii) The Successor Agent accepts the transfer pursuant to paragraph (i) above.
- (iii) Each Dutch Security Provider has in each Dutch Security Document, to which it is a party, in advance, irrevocably co-operated with the transfer of legal relationship by the Retiring Agent to any transferee, such as the Successor Agent. Each Dutch Security Provider hereby confirms that it has received notification of such transfer of legal relationship.
- (iv) In addition and to the extent necessary, each Dutch Security Provider hereby co-operates with the transfer of legal relationship by the Retiring Agent to the Successor Agent pursuant to paragraph (i) above.
- (v) Each Dutch Security Provider confirms and to the extent required agrees with the Successor Agent for the benefit of the Secured Parties that:
 - i. the security rights created under or pursuant to the Dutch Security Documents (the “Dutch Security”) will be transferred to the Successor Agent by operation of law together with the transfer of the Parallel Debts (as defined in each Dutch Security Document) pursuant to paragraph (i) above;
 - ii. the transfer of the legal relationship referred to in paragraph (i) above does not affect any Dutch Security and/or any other rights and remedies of the Collateral Agent under the Dutch Security Documents;
 - iii. the Successor Agent shall be entitled to the Dutch Security created or (upon creation) purported to be created under each Dutch Security Document and all other rights, protections and remedies of the Collateral Agent as if it were the original Collateral Agent under the Dutch Security Documents;
- (vi) any Dutch Security created in advance over any Collateral (as defined in each Dutch Security Document) shall upon the acquisition of such asset be automatically subject to the Dutch Security in favor of the Successor Agent in accordance with the relevant Dutch Security Document; and
- (vii) all references in a Dutch Security Document to the term “Collateral Agent” or “Pledgee” shall be references to the Successor Agent.

- (viii) Each Dutch Security Provider, as applicable, confirms and agrees that to the extent legally possible, any power of attorney, any waiver or authorization granted to the Retiring Agent under any Dutch Security Document shall remain in full force and effect and may be enforced against the relevant Dutch Security Provider, as applicable, by the Successor Agent.
- (ix) Each Dutch Security Provider, as applicable, shall procure that the Successor Agent be registered in any relevant register as Collateral Agent and shall provide the Successor Agent with a copy of such registration without delay.
- (x) To the extent necessary under the articles of association, the Canadian Borrower, in its capacity as shareholder of DCL Corporation (NL) B.V., hereby passes a resolution approving the conditional transfer of voting rights to the Successor Agent in accordance with and on the terms and conditions of the relevant Dutch Security Document. DCL Corporation (NL) B.V. hereby confirms that the members of its management board have been given the opportunity to advise on this resolution.
- (xi) To the extent necessary, each Dutch Security Provider hereby grants a power of attorney to the Successor Agent in accordance with and on the terms and conditions of the relevant Dutch Security Documents.

(c) Further Assurances. As of the Effective Date, the Resigning Agent, the Successor Agent, the Lenders and the Loan Parties shall execute and deliver such further instruments, in form and substance reasonably acceptable to such executing party, at the expense of the Loan Parties and shall take or cause to be taken such further actions reasonably necessary or desirable, or reasonably requested by the Successor Agent or the Required Lenders, so as to more fully and certainly vest and confirm in, the Successor Agent all the authority, property rights, powers, immunities, duties and obligations hereby conveyed and facilitate the transfer of information to the Successor Agent in connection with the Credit Agreement and the other Loan Documents; provided, however, that neither the Resigning Agent nor the Successor Agent shall have any duty, obligation or responsibility of any nature whatsoever regarding the determination of the necessity or desirability thereof or the form and scope thereof. It is the intention and understanding of the parties hereto that any exchange of information under this Agreement that is otherwise protected against disclosure by privilege, doctrine or rule of confidentiality (such information, "Privileged Information"), whether before or after the Effective Date (i) shall not waive any applicable privilege, doctrine or rule of protection from disclosure, (ii) shall not diminish the confidentiality of the Privileged Information and (iii) shall not be asserted as a waiver of any such privilege, doctrine or rule by the Resigning Agent or the Successor Agent.

5. CONFIRMATIONS, REPRESENTATIONS AND WARRANTIES.

(a) Representations and Warranties of Each Party. As of the Effective Date, each party hereby represents and warrants to the other parties that:

- (i) *Due Execution and Enforceability.* This Agreement (A) has been duly executed and delivered by each party and (B) constitutes its legal, valid and binding obligation enforceable in accordance with its terms, except as the enforceability

of this Agreement may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditor's rights or by general principals of equity.

- (ii) *Authorization.* Each party hereto is duly authorized to execute and perform its obligations under this Agreement and that such execution is not prohibited by applicable law or its organizational documents.
- (b) Resigning Agent Confirmations. The Resigning Agent hereby confirms that:
 - (i) on or prior to the Effective Date, it has delivered to the Successor Agent (y) a true, accurate and correct copy of the Register as of the Effective Date, which reflects the outstanding principal balance and accrued and unpaid interest on the Loans owing to each Lender, and (z) the current interest period and rate of interest for the current interest period relating to each Loan;
 - (ii) Schedule I sets forth the possessory Collateral held by the Resigning Agent as of the Effective Date; and
 - (iii) based on the Register, the Appointing Lenders constitute Required Lenders under the Credit Agreement.
 - (iv) Schedule II sets forth each Loan Document to which the Resigning Agent is a party, in each case as of the Effective Date. Copies of each such Loan Document have been delivered to the Successor Agent on or prior to the Effective Date and to the Resigning Agent's knowledge, as of the Effective Date, there have been no amendments, supplements or consents to such Loan Documents except as otherwise provided to the Successor Agent and as set forth on such Schedule II; and
 - (v) Schedule III sets forth any security interest filings made for the benefit of the Resigning Agent, including without limitation, any UCC or PPSA financing statements, mortgages, trademark security agreements or similar filings as well as any insurance certificates naming the Collateral Agent as a loss payee or additional insured.

6. CONDITIONS PRECEDENT. For purposes of this Agreement, the term "Effective Date" means the date on which all of the following conditions have been satisfied:

(a) Unpaid Fees, Costs and Expenses of Resigning Agent and Successor Agent. The Resigning Agent and the Successor Agent shall have received payment by the Borrowers in immediately available funds of its accrued and unpaid fees, costs and expenses (including without limitation legal expenses) payable to each through the Effective Date in accordance with the terms of this Agreement, the Credit Agreement and the other Loan Documents;

(b) Execution of this Agreement. This Agreement shall have been duly executed and delivered by the Resigning Agent, the Successor Agent, the Appointing Lenders and the Loan Parties; and

(c) Execution of Deed of Accession. That certain English law governed Deed of Accession (the "Deed of Accession") in connection with the existing Security Trust Deed shall have been duly executed and delivered by the Resigning Agent, the Successor Agent, the Appointing Lenders, DCL Corporation (Europe) Limited and the Canadian Borrower.

7. AMENDMENTS TO CREDIT AGREEMENT. Subject to and contemporaneous with the satisfaction of the conditions precedent set forth in Section 6, the Appointing Lenders, the Loan Parties and the Successor Agent each hereby agree that the Credit Agreement shall be deemed amended as set forth on Exhibit A attached hereto.

8. RELIANCE; LIMITATION ON LIABILITY.

(a) The Successor Agent shall be entitled to conclusively rely upon, and shall not incur any liability for relying upon, the records and other information supplied to it by the Resigning Agent, the Loan Parties, any Lender or any of their respective Affiliates, and in no event shall the Successor Agent have any liability in respect of the calculations, determinations or distributions made by the Lender, any of the Loan Parties or the Resigning Agent prior to the Effective Date, nor shall the Successor Agent have any liability to the extent any calculation, determination or distribution that is made by it is based in whole or in part on incorrect or incomplete information supplied to it by the Resigning Agent, any Lender, any of the Loan Parties or any of their respective Affiliates.

(b) The parties hereto acknowledge and agree that, immediately after giving effect to this Agreement and the assignments contemplated by this Agreement, Delaware Trust, in its capacity as Successor Agent, shall have no obligation to (i) extend credit to any Person, or (ii) pay any cost or expense of, or fee to, any Person, including without limitation, the Resigning Agent or the Lenders.

9. INTEREST AND FEES.

(a) Agency Fees. Commencing on the Effective Date, (i) the Resigning Agent shall cease to be entitled to receive the collateral agency fees, depositary or any similar fees provided by any Loan Document to which the Resigning Agent is a party or other commitment, fee or engagement letter entered into in connection therewith and (ii) the Resigning Agent shall cease to be entitled to receive the administrative agent fees or any similar fees provided by any Loan Document to which the Resigning Agent is a party or other commitment, fee or engagement letter entered into in connection therewith, provided that the Resigning Agent shall remain entitled to receive any accrued and unpaid administrative agent depositary or collateral agent fees and expenses owed respectively, pursuant to the Loan Documents, as appropriately prorated for partial periods prior to the Effective Date. All other provisions of the Loan Documents to which the Resigning Agent is a party providing for the payment of fees and expenses of, and providing indemnities for the benefit of, the Resigning Agent shall remain in full force and effect for the benefit of the Successor Agent and, where applicable, the Resigning Agent. In addition, the Borrowers agree to pay on the Effective Date all reasonable and documented out-of-pocket costs and expenses of the Successor Agent and the Resigning Agent (including, without limitation, any reasonable and documented legal fees and disbursements) reasonably incurred by it in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and any related documents or actions taken pursuant to such documents and such

fees, costs, expenses and disbursements shall constitute “Obligations” under the Credit Agreement.

(b) Successor Agent Fees. The Successor Agent and the Borrowers have executed the fee letter, dated as of June 3, 2022 (the “Successor Agency Fee Letter”). The parties hereto acknowledge and agree that (i) beginning on and after the Effective Date, the Successor Agency Fee Letter shall constitute the Agency Fee Letter under the Credit Agreement and shall be a Loan Document, and all fees, costs, expenses and compensation payable thereunder or otherwise incurred by the Successor Agent pursuant to this Agreement (including, but not limited, any reasonable and documented legal fees and disbursements) shall constitute Obligations.

(c) Lender Obligations. In the event that the Borrowers fail to pay any amounts owing to the Resigning Agent or the Successor Agent pursuant to this Agreement, then the Lender payment obligations in Section 10.03(c) of the Credit Agreement shall be applicable to such unpaid amounts.

(d) Remittance of Fees Paid in Error. In the event that after the Effective Date, the Resigning Agent receives any amounts paid by or on behalf of or owing to any Loan Party or Lender in respect of any Loan Document to which the Successor Agent is a party, the Resigning Agent agrees that such amount shall be held in trust for the benefit of the Successor Agent, and the Resigning Agent shall promptly notify the Successor Agent and remit all such amounts to the Successor Agent for payment to the person entitled thereto.

10. CONFIRMATION.

(a) Confirmation by the Borrowers. By their execution on the signature lines provided below, each of the Borrowers and Holdings hereby confirms and ratifies its obligations under each of the Loan Documents to which it is a party.

(b) Confirmation by the Dutch Security Providers. Each Dutch Security Provider confirms that, with effect from the Effective Date, any Dutch Security created by it under the Dutch Security Documents:

(i) continues in full force and effect; and

(ii) has always been intended to extend to its obligations under the Loan Documents as amended and restated from time to time, including as amended by (i) the First Amendment to Credit Agreement dated as of April 26, 2019, (ii) the Second Amendment to Credit Agreement dated as of May 6, 2021, (iii) the Third Amendment to Credit Agreement dated as of May 31, 2021, (iv) the Fourth Amendment to Credit Agreement dated as of December 16, 2021 and (v) this Agreement and shall so extend thereto in accordance with the terms of the Loan Documents.

11. MISCELLANEOUS.

(a) Preservation of Rights. Except as expressly provided herein (including without limitation Exhibit A hereto), nothing contained in this Agreement shall in any way affect the obligations or rights of the Borrowers, the other Loan Parties, the Resigning Agent, the Successor Agent or any of the other Secured Parties, including, without limitation, the Resigning Agent’s rights, including rights to indemnification, as predecessor Agent under and in respect of

the Loan Documents to which it is a party; each Loan Document is and shall remain unchanged and in full force and effect, and nothing contained in this Agreement shall, by implication or otherwise, limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Successor Agent or any of the other Secured Parties, or shall alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in each Loan Document. Each of the Loan Documents, and the granting and perfection of any and all Liens in any of the Collateral for the benefit of the Secured Parties, are hereby ratified and affirmed in all respects and shall continue in full force and effect.

(b) Incorporation by Reference. Sections 10.09 (Governing Law; Jurisdiction; Consent to Service of Process), 10.10 (Waiver of Jury Trial), 10.04 (Successors and Assigns), 10.11 (Headings), 10.07 (Severability) and 10.06 (Counterparts; Integration; Effectiveness; Electronic Execution) of the Credit Agreement are incorporated by reference herein as if set forth fully herein mutatis mutandis, except that Section 4(b) (Additional Dutch law transfer) shall be governed by Dutch law.

(c) Amendments. This Agreement shall be amended only in a writing signed by the parties hereto.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Agent Resignation, Appointment and Acceptance to be duly executed and delivered as of the day and year first above written.

H.I.G. COLORS, INC.,
as Holdings

By: 
Name: Eddie Mattei
Title: Chief Financial Officer

DCL HOLDINGS (USA), INC.,
as U.S. Borrower

By: 
Name: Eddie Mattei
Title: Chief Financial Officer

DCL CORPORATION,
as Canadian Borrower

By: 
Name: Eddie Mattei
Title: Chief Financial Officer

DCL CORPORATION (USA) LLC,
as a Guarantor

By: 
Name: Eddie Mattei
Title: Chief Financial Officer

DCL CORPORATION (BP), LLC,
as a Guarantor

By: 
Name: Eddie Mattei
Title: Chief Financial Officer

**DOMINION COLOUR CORPORATION
(USA),**
as a Guarantor

By: 
Name: Eddie Mattei
Title: Chief Financial Officer

DCL CORPORATION (NL) B.V., (formerly
known as DCC Maastricht, B.V.)
as a Guarantor

By: _____

Name: Eddie Mattei

Title: Chief Financial Officer

DCL CORPORATION (EUROPE) LIMITED,
(formerly known as Dominion Colour Corporation
(Europe) Limited),
as a Guarantor

By: _____

Name: Eddie Mattei

Title: Authorized Signatory

VIRTUS GROUP, LP,
as the Resigning Agent

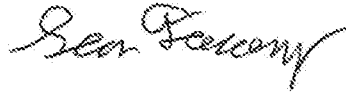
By: Rocket Partners Holdings, LLC,
its general partner

By: 

Name: Lisa Baltagi

Title: Authorized Signatory

DELAWARE TRUST COMPANY
as the Successor Agent



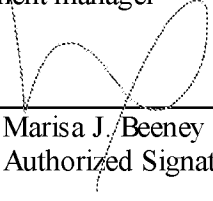
By: _____

Name: Sean Foronjy

Title: Vice President

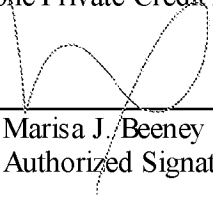
**GSO AIGUILLE DE GRANDS MONTETS FUND II
LP, as Lender**

By: Blackstone Alternative Credit Advisors LP, as
investment manager

By: 
Name: Marisa J. Beeney
Title: Authorized Signatory

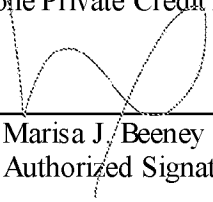
BCRED DENALI PEAK FUNDING LLC, as Lender

By: Blackstone Private Credit Fund, its sole member

By: 
Name: Marisa J. Beeney
Title: Authorized Signatory

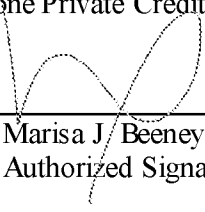
**BCRED SUMMIT PEAK FUNDING LLC, as
Lender**

By: Blackstone Private Credit Fund, as sole member

By: 
Name: Marisa J. Beeney
Title: Authorized Signatory

BCRED TWIN PEAKS LLC, as Lender

By: Blackstone Private Credit Fund LP, its sole member

By: 

Name: Marisa J. Beeney
Title: Authorized Signatory

GSO BROOME STREET LLC, as Lender

By: GSO Orchid Fund LP, its member

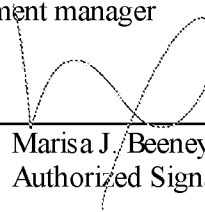
By: GSO Orchid Associates-LLC, its general partner

By: 

Name: Marisa J. Beeney
Title: Authorized Signatory

**EMERALD DIRECT LENDING 2 LIMITED
PARTNERSHIP, as Lender**

By: Blackstone Alternative Credit Advisors LP, as
investment manager

By: 

Name: Marisa J. Beeney
Title: Authorized Signatory

SCHEDULE I
POSSESSORY COLLATERAL

Name of Grantor	Name of Pledged Company	Shares	Certificate No.
H.I.G. Colors, Inc.	Dominion Colour Corporation (now DCL Corporation)	622,841.18 Class A Common Shares	CA-2
H.I.G. Colors, Inc.	Dominion Colour Corporation (now DCL Corporation)	335,376.02 Class A Common Shares	CA-3
H.I.G. Colors, Inc.	Dominion Colour Corporation (now DCL Corporation)	35,000.35 Class B Common Shares	CB-2
H.I.G. Colors, Inc.	Dominion Colour Corporation (now DCL Corporation)	65,000.65 Class B Common Shares	CB-3

SCHEDULE II
OTHER DOCUMENTS TO WHICH AGENT IS A PARTY

1. Intercreditor Agreement, dated as of April 25, 2018, as amended by Amendment No. 1 to Intercreditor Agreement, dated as of April 22, 2019, as further amended by Amendment No. 2 to Intercreditor Agreement, dated as of May 6, 2021, and as further amended by Amendment No. 3 to Intercreditor Agreement, dated as of December 16, 2021, by and between Wells Fargo Bank, National Association and Virtus Group, LP.
2. U.S. Security Agreement, dated as of April 6, 2018, by and among H.I.G. Colors, Inc., DCL Corporation (formerly Dominion Colour Corporation and Monteith Inc.), Dominion Colour Corporation (USA), DCL Holdings (USA), Inc. (formerly Lansco Holdings, Inc.) and DCL Corporation (USA) LLC (formerly Lansco Colors LLC) in favour of Virtus Group, LP, as supplemented by Joinder No. 1 to U.S. Security Agreement, dated as of May 14, 2021, by and among DCL Corporation (BP), LLC and Virtus Group, LP, and as supplemented by the Pledged Interests Addendum, dated as of May 14, 2021, by H.I.G. Colors, Inc. in favor of Virtus Group, LP.
3. Canadian Security Agreement, dated as of April 6, 2018, by and among H.I.G. Colors, Inc., DCL Corporation (formerly Dominion Colour Corporation and Monteith Inc.), Dominion Colour Corporation (USA), DCC Finance, L.L.C., DCL Holdings (USA), Inc. (formerly Lansco Holdings, Inc.) and DCL Corporation (USA) LLC (formerly Lansco Colors LLC) in favour of Virtus Group, LP
4. Trademark Security Agreement, dated as of April 6, 2018, by and among DCL Corporation (formerly Dominion Colour Corporation), DCL Corporation (USA) LLC (formerly Lansco Colors LLC) and Virtus Group, LP
5. Patent Security Agreement, dated as of April 6, 2018, by and between DCL Corporation (formerly Dominion Colour Corporation) and Virtus Group, LP
6. Canadian Intellectual Property Security Agreement, dated as of April 6, 2018, by DCL Corporation (formerly Dominion Colour Corporation) in favour of Virtus Group, LP
7. Debenture Agreement, dated as of June 6, 2018, by and among Virtus Group, LP, as collateral agent, and DCL Corporation (formerly Dominion Colour Corporation)
8. Environmental Indemnity Agreement, dated as of June 6, 2018, by and among Virtus Group, LP and DCL Corporation (formerly Dominion Colour Corporation)
9. Transfer and Assignment of Insurance Proceeds, dated as of June 6, 2018, by and among Virtus Group, LP and DCL Corporation (formerly Dominion Colour Corporation)
10. Assignment of Material Agreements, dated as of June 6, 2018, by and among Virtus Group, LP and DCL Corporation (formerly Dominion Colour Corporation)

11. Charge/Mortgage registered June 6, 2018 as Instrument No. DR1708482 in the Land Titles Division of Durham (No. 40), granted by DCL Corporation (formerly Dominion Colour Corporation) in favour of Kelly Faykus, as general partner of Virtus Group, LP, for the principal amount of \$124,000,000.00
12. Charge/Mortgage registered June 6, 2018 as Instrument No. AT4880812 in the Land Titles Division of Toronto (No.66), granted by DCL Corporation (formerly Dominion Colour Corporation) in favour of Kelly Faykus, as general partner of Virtus Group, LP, for the principal amount of \$124,000,000.00
13. Joinder Agreement, dated May 14, 2021, by and between DCL Corporation (BP), LLC and Virtus Group, LP
14. Patent Security Agreement, dated as of December 16, 2021, by and between DCL Corporation (BP), LLC and Virtus Group, LP
15. Trademark Security Agreement, dated as of December 16, 2021, by and between DCL Corporation (BP), LLC and Virtus Group, LP
16. Joinder Agreement, dated as of July 9, 2018, by and between DCL Corporation (NL) B.V. (formerly DCC Maastricht B.V.) and Virtus Group, LP
17. Security Agreement, dated July 9, 2018, by and between DCL Corporation (NL) B.V. (formerly DCC Maastricht B.V.) and Virtus Group, LP
18. Netherlands Pledge Agreement, dated July 9, 2018, by and between DCL Corporation (NL) B.V. (formerly DCC Maastricht B.V.) and Virtus Group, LP
19. Deed of Disclosed Pledge over Registered Shares, dated July 6, 2018, by and among DCL Corporation (formerly Dominion Colour Corporation), DCL Corporation (NL) B.V. (formerly DCC Maastricht B.V.) and Virtus Group, LP
20. Joinder Agreement, dated July 30, 2018, by and between DCL Corporation (Europe) Limited (formerly Dominion Colour Corporation (Europe) Limited) and Virtus Group, LP
21. Security Trust Deed, dated July 30, 2018, among DCL Corporation (Europe) Limited (formerly Dominion Colour Corporation (Europe) Limited), the Lenders party thereto and Virtus Group, LP
22. Debenture and Guarantee, dated July 30, 2018, by and between DCL Corporation (Europe) Limited (formerly Dominion Colour Corporation (Europe) Limited) and Virtus Group, LP
23. Share Charge, dated July 30, 2018, granted by DCL Corporation (formerly Dominion Colour Corporation) in favour of Virtus Group, LP over its shares in DCL Corporation (Europe) Limited (formerly Dominion Colour Corporation (Europe) Limited)

24. Legal Mortgage, dated July 30, 2018, granted by DCL Corporation (Europe) Limited (formerly Dominion Colour Corporation (Europe) Limited) in favour of Virtus Group, LP
25. Deposit Account Control Agreement, dated as of August 20, 2018, by and among DCL Corporation (USA) LLC (formerly Lansco Colors LLC), Wells Fargo Bank, National Association, Virtus Group, LP and HSBC Bank USA, National Association, in connection with the following accounts at HSBC Bank USA, National Association:
- 738102121
 - 738102130
26. Deposit Account Control Agreement, dated as of September 7, 2021, by and among DCL Corporation BP LLC, Wells Fargo, National Association, Virtus Group, LP and HSBC Bank USA, National Association, in connection with the following accounts at HSBC Bank USA, National Association:
- 104006463
 - 104037474
27. Deposit Account Control Agreement, dated as of November 2, 2018, by and among DCL Holdings (USA), Inc. (formerly Lansco Holdings, Inc.), Virtus Group, LP and HSBC Bank USA, National Association, in connection with the following account at HSBC Bank USA, National Association:
- 104000783
28. Blocked Account Agreement, dated as of August 9, 2018, by and between Virtus Group, LP and DCL Corporation (formerly Dominion Colour Corporation) and acknowledged and agreed to by HSBC Bank Canada, in connection with the following account at HSBC Bank Canada:
- 482-005734-241
29. Blocked Account Agreement, dated as of August 9, 2018, by and among Wells Fargo Bank, National Association, Virtus Group, LP and DCL Corporation (formerly Dominion Colour Corporation) and acknowledged and agreed to by HSBC Bank Canada, in connection with the following accounts at HSBC Bank Canada:
- 482-005734-001 CAD
 - 482-005734-002 CAD
 - 482-005734-004 CAD
 - 482-005734-070 USD
 - 482-005734-071 USD
 - 482-005734-072 USD
 - 482-005734-240 CAD
 - 482-005734-270 JPY
 - 482-005734-271 EUR
 - 482-005734-272 GBP
 - 482-005734-273 EUR
 - 482-005734-274 GBP

30. Collateral Assignment of Buyer-Side Representations and Warranties Insurance Policy as Collateral Security, dated May 23, 2018, by DCL Corporation (formerly Dominion Colour Corporation) in favour of Virtus Group, LP and Wells Fargo Bank, National Association
31. Collateral Assignment of Business Interruption Insurance Policy as Collateral Security, dated May 23, 2018, by H.I.G. Colors, Inc., DCL Corporation (formerly Dominion Colour Corporation and Monteith Inc.), Dominion Colour Corporation (USA), DCC Finance, L.L.C., and DCL Holdings (USA), Inc. (formerly Lansco Holdings, Inc.) in favour of Virtus Group, LP and Wells Fargo Bank, National Association
32. Collateral Assignment of Buyer-Side Representations and Warranties Insurance Policy as Collateral Security, dated May 18, 2018, by DCL Holdings (USA), Inc. (formerly Lansco Holdings, Inc.) in favour of Virtus Group, LP and Wells Fargo Bank, National Association

SCHEDULE III

SECURITY INTEREST FILINGS AND OTHER NOTICES

I. Uniform Commercial Code Financing Statements

No.	Secured Party	Debtor	Reference File No. / Registration No.	Jurisdiction of Filing	Collateral Description
1.	Virtus Group, LP, as Collateral Agent 1301 Fannin Street, Suite 1700 Houston, TX 77002, USA	H.I.G. Colors, Inc. 515 Consumers Road, Suite 700 Toronto, ON M2J 4Z2, Canada	2018 2361786 (Initial Filing)	Delaware	All assets
2.	Virtus Group, LP, as Collateral Agent 1301 Fannin Street, Suite 1700 Houston, TX 77002, USA	Lansco Holdings, Inc. 515 Consumers Road, Suite 700 Toronto, ON M2J 4Z2, Canada	2018 2361877 (Initial Filing)	Delaware	All assets
		DCL Holdings (USA), Inc.	2020 5951340 (Amendment for name change)		
3.	Virtus Group, LP, as Collateral Agent 1301 Fannin Street, Suite 1700 Houston, TX 77002, USA	Lansco Colors LLC 1 Blue Hill Plaza, PO Box 1685, Pearl River, NJ, 10965, USA	2018 2361984 (Initial Filing)	Delaware	All assets
		DCL Corporation (USA) LLC	2020 5951761 (Amendment for name change)		

No.	Secured Party	Debtor	Reference File No. / Registration No.	Jurisdiction of Filing	Collateral Description
4.	Virtus Group, LP, as Collateral Agent 1301 Fannin Street, Suite 1700 Houston, TX 77002, USA	DCL Corporation (BP) LLC 1 Concorde Date, Suite 608, Toronto, Ontario, M3C 3N6, Canada	2021 3845485 (Initial Filing)	Delaware	All assets
5.	Virtus Group, LP, as Collateral Agent 1301 Fannin Street, Suite 1700 Houston, TX 77002, USA	Dominion Colour Corporation (USA) 881 Allwood Road, 2 nd Floor, Clifton, NJ, 07012, USA	52720284	New Jersey	All assets
6.	Virtus Group, LP, as Collateral Agent 1301 Fannin Street, Suite 1700 Houston, TX 77002, USA	Dominion Colour Corporation 515 Consumers Road, Suite 700 Toronto, ON M2J 4Z2, Canada	2018035459 (Initial Filing)	District of Columbia	All assets
7.	Virtus Group, LP, as Collateral Agent 1301 Fannin Street, Suite 1700 Houston, TX 77002, USA	DCL Corporation	2020105130 (Amendment for name change)	District of Columbia	All assets
		DCC Maastricht B.V. Sortieweg 39, Maastricht, Limburg, 6219 NT, the Netherlands	2020088387 (Initial Filing)		
		DCL Corporation (NL) B.V.	2020105132 (Amendment for name change)		

No.	Secured Party	Debtor	Reference File No. / Registration No.	Jurisdiction of Filing	Collateral Description
8.	Virtus Group, LP, as Collateral Agent 1301 Fannin Street, Suite 1700 Houston, TX 77002, USA	Dominion Colour Corporation (Europe) Limited Holt Mill Road, Waterfoot, Rossendale, BB4 7JB, UK	2020088386 (Initial Filing)	District of Columbia	All assets

II. *Personal Property Security Act* (Ontario) Filings

Secured Party(ies)	Debtor(s)	Reference File No. / Registration No.	Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)
Virtus Group, LP, as Collateral Agent 1301 Fannin Street, Suite 1700 Houston, TX 77002	DCL Holdings (USA), Inc. 515 Consumers Road, Suite 700 Toronto, ON M2J 4Z2	737637588 20180327 1230 1590 6225 20180412 1459 1590 7374 (Change address of Secured Party) 20210505 1141 1590 1210 (Debtor name change)	Inventory, Equipment, Accounts, Other, MV Included General Collateral Description: None	03/27/2028

Secured Party(ies)	Debtor(s)	Reference File No. / Registration No.	Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)
Virtus Group, LP, as Collateral Agent 1301 Fannin Street, Suite 1700 Houston, TX 77002	DCL Corporation (USA) LLC 1 Blue Hill Plaza, PO Box 1685 Pearl River, NY 10965	737637489 20180327 1226 1590 6217 20180405 1549 1590 6882 (Add debtors)	Inventory, Equipment, Accounts, Other, MV Included	03/27/2028
	Caroline L Kung 45 Mount Vernon Street Boston, MA 02108	20180412 1524 1590 7400 (Correct debtor name)	General Collateral Description: None	
	Keval Patel 3875 Park Ave Miami, FL 33133	20210505 1141 1590 1209 (Debtor name change)		
Virtus Group, LP, as Collateral Agent 1301 Fannin Street, Suite 1700 Houston, TX 77002	DCL Corporation 515 Consumers Road, Suite 700 Toronto, ON M2J 4Z2	737637561 20180327 1229 1590 5224 20180412 1458 1590 7370 (Change address of Secured Party)	Collateral Classification: Inventory, Equipment, Accounts, Other, MV Included	03/27/2028
		20210505 1141 1590 1208 (Debtor name change)	General Collateral Description: None	
		20220421 1016 9234 2361 (Debtor amalgamation)		

Secured Party(ies)	Debtor(s)	Reference File No. / Registration No.	Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)
Virtus Group, LP, as Collateral Agent 1301 Fannin Street, Suite 1700 Houston, TX 77002	DCC Mastricht, B.V. Sortweg 39 Mastricht, NET 6218 NT	737637462 20180327 1226 1590 6215 20180412 1459 1590 7372 (Secured party address change)	Collateral Classification: Inventory, Equipment, Accounts, Other, MV Included General Collateral Description: None	03/27/2028
Virtus Group, LP, as Collateral Agent 1301 Fannin Street, Suite 1700 Houston, TX 77002	DCL Corporation 515 Consumers Road, Suite 700 Toronto, ON M2J 4Z2	737637543 20180327 1229 1590 6223 20180412 1501 1590 7377 (Secured Party address change) 20220421 1015 9234 2360 (Debtor amalgamation)	Collateral Classification: Inventory, Equipment, Accounts, Other, MV Included General Collateral Description: None	03/27/2028
Virtus Group, LP, as Collateral Agent 1301 Fannin Street, Suite 1700 Houston, TX 77002	H.I.G. Colors, Inc. 515 Consumers Road, Suite 700 Toronto, ON M2J 4Z2	737637597 20180327 1230 1590 6226 20180412 1501 1590 7389 (Secured Party address change)	Collateral Classification: Inventory, Equipment, Accounts, Other, MV Included General Collateral Description: None	03/27/2028
Virtus Group, LP, as Collateral Agent 1301 Fannin Street, Suite 1700 Houston, TX 77002	Dominion Colour Corporation (USA) 881 Allwood Road, 2 nd Floor Clifton, NJ 07012	737637525 20180327 1228 1590 6221 20180412 1457 1590 7369 (Secured Party address change)	Collateral Classification: Inventory, Equipment, Accounts, Other, MV Included General Collateral Description: None	03/27/2028

Secured Party(ies)	Debtor(s)	Reference File No. / Registration No.	Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)
Virtus Group, LP, as Collateral Agent 1301 Fannin Street, Suite 1700 Houston, TX 77002	Dominion Colour Corporation (Europe) Limited Holt Mill Road, Waterfoot Rossendale, Lancashire, UNI BB4 7JB	737637516 20180327 1228 1590 6220 20180412 1459 1590 7368 (Secured Party address change)	Collateral Classification: Inventory, Equipment, Accounts, Other, MV Included General Collateral Description: None	03/27/2028

III. UK Companies House Filings

No.	Persons entitled	Company	Charge code	Date of creation	Collateral Description
1.	Virtus Group, LP, as Collateral Agent	DCL Corporation (Europe) Limited (formerly Dominion Colour Corporation (Europe) Limited)	0545 2955 0007	July 30, 2018	Debenture and Guarantee
2.	Virtus Group, LP, as Collateral Agent	DCL Corporation (Europe) Limited (formerly Dominion Colour Corporation (Europe) Limited)	0545 2955 0006	July 30, 2018	Legal Mortgage

IV. Real Property Registrations

1. Charge/Mortgage registered June 6, 2018 as Instrument No. DR1708482 in the Land Titles Division of Durham (No. 40), granted by DCL Corporation (formerly Dominion Colour Corporation) in favour of Kelly Faykus, as general partner of Virtus Group, LP, for the principal amount of \$124,000,000.00, securing the property municipally known as 435 & 445 Finley Avenue, Ajax, Ontario.
2. Charge/Mortgage registered June 6, 2018 as Instrument No. AT4880812 in the Land Titles Division of Toronto (No. 66), granted by DCL Corporation (formerly Dominion Colour Corporation) in favour of Kelly Faykus, as general partner of Virtus Group, LP, for the principal amount of \$124,000,000.00, securing the property municipally known as 199 New Toronto Street, Toronto, Ontario.

3. Restriction registered on October 10, 2018 at HMLand Registry with title number LAN 19367 relating to a Legal Mortgage dated July 30, 2018 granted by DCL Corporation (Europe) Limited (formerly Dominion Colour Corporation (Europe) Limited) in favour of Virtus Group, LP, as Collateral Agent.

V. Intellectual Property Registrations (US and WIPO)

1. Notice of recordation with United States Patent and Trademark Office in connection with Patent Security Agreement with respect to (i) Patent No. 6271401 for NOVEL FLUORESCENT ANTHRAQUINOID PIGMENTS, (ii) Patent No. 6013776 for A FLUORESCENT AZO PIGMENTS, (iii) Patent No. 6127549 for NOVEL FLUORESCENT PIGMENTS INDIGO, (iv) Patent No. 5874580 for NOVEL FLUORESCENT PIGMENTS, (v) Patent No. 6013777 for NOVEL FLUORESCENT PIGMENTS, (vi) Patent No. 6261359 for NOVEL FLUORESCENT PIGMENTS, (vii) Patent No. 5886160 for FLOURESCENT PIGMENTS, (viii) Patent No. 6827774 for RHEOLOGY IMPROVERS AND PIGMENT COMPOSITIONS HAVING IMPROVED RHEOLOGY, (ix) Patent No. 6827775 for RHEOLOGY IMPROVERS AND PIGMENT COMPOSITIONS HAVING IMPROVED RHEOLOGY, and (x) Patent No. 7077898 for BLACK PIGMENT COMPOSITIONS, granted by DCL Corporation (formerly Dominion Colour Corporation) in favour of Virtus Group, LP, as collateral agent, dated May 25, 2018.
2. Notice of recordation with United States Patent and Trademark Office in connection with Trademark Security Agreement with respect to (i) Trademark Registration No. 837400 for KROLOK, (ii) Trademark Registration No. 4445889 for DCC, (iii) Trademark Registration No. 4445890 for DCC, and (iv) Trademark Registration No. 4348772 for WORKING TOGETHER FOR QUALITY, granted by DCL Corporation (formerly Dominion Colour Corporation) in favour of Virtus Group, LP, as collateral agent, dated April 18, 2018.
3. Notice of recordation with United States Patent and Trademark Office with respect to (i) Trademark Registration No. 1311813 for LANSCO, (ii) Trademark Registration No. 3023017 for WE BRING A WORLD OF COLOR TO YOUR DOOR, (iii) Trademark Registration No. 4134601 for WE BRING A WORLD OF COLOR TO YOUR DOOR, (iv) Trademark Registration No. 4134607 for LANSCO COLORS, and (v) Trademark Registration No. 5091691 for LANOX, granted by DCL Corporation (USA) LLC (formerly Lansco Colors LLC) in favour of Virtus Group, LP, as collateral agent, dated April 19, 2018.
4. Security interest registered with WIPO with respect to International Trademark Registration EM, 22.12.1999, 000946012 for ELJON, granted by DCL Corporation (formerly Dominion Colour Corporation) in favour of Virtus Group, LP, as collateral agent, dated October 16, 2018, with designations in Canada, Japan, South Korea and US under the Madrid Protocol.
5. Security interest registered with WIPO with respect to International Trademark Registration EM, 26.09.2000, 000948596 for DYECOM, granted by DCL Corporation (formerly Dominion Colour Corporation) in favour of Virtus Group, LP, as collateral agent, dated October 16, 2018, with designations in Canada, Japan, South Korea and US under the Madrid Protocol.

6. Security interest filed with United States Patent and Trademark Office in connection with Trademark Security Agreement with respect to (i) Trademark Registration No. 1232426 for PERRINDO, and (ii) Trademark Registration No. 1235969 for QUINDO, granted by DCL Corporation (BP), LLC in favour of Virtus Group, LP, as collateral agent, dated December 20, 2021.
7. Security interest filed with United States Patent and Trademark Office in connection with Patent Security Agreement with respect to (i) Patent No. 6402829, (ii) Patent No. 6972333, (iii) Patent No. 7211139, (iv) Patent No. 7795433, (v) Patent No. 7901503, (vi) Patent No. 8197592, (vii) Patent No. 8557990, (viii) Patent No. 9487657, and (ix) Patent No. ~~8430954~~ granted by DCL Corporation (BP), LLC in favour of Virtus Group, LP, as collateral agent, dated December 20, 2021.

VI. Intellectual Property Registrations (Canada)

1. Security interest placed on file with respect to Canadian Trademark Registration No. TMA1054600 for ORGANO-ULTRAMARINE, granted by DCL Corporation in favour of Virtus Group, LP, as administrative agent and collateral agent, dated April 19, 2018.
2. Security interest placed on file with respect to Canadian Trademark Registration No. TMA1054576 for OUM, granted by DCL Corporation in favour of Virtus Group, LP, as administrative agent and collateral agent, dated April 19, 2018.
3. Security interest placed on file with respect to Canadian Trademark Registration No. TMA840808 for DCC, granted by DCL Corporation in favour of Virtus Group, LP, as administrative agent and collateral agent, dated April 19, 2018.
4. Security interest placed on file with respect to Canadian Trademark Registration No. TMA840812 for DCC & Logo Design, granted by DCL Corporation in favour of Virtus Group, LP, as administrative agent and collateral agent, dated April 19, 2018.
5. Security interest placed on file with respect to Canadian Trademark Registration No. TMA840835 for WORKING TOGETHER FOR QUALITY, granted by DCL Corporation in favour of Virtus Group, LP, as administrative agent and collateral agent, dated April 19, 2018.
6. Security interest placed on file with respect to Canadian Trademark Registration No. TMA167417 for KROLOK, granted by DCL Corporation in favour of Virtus Group, LP, as administrative agent and collateral agent, dated April 19, 2018.

VII. Notices and Acknowledgements

1. Acknowledgement and Confirmation, dated April 3, 2018, by Jim Patison Industries Ltd. to Virtus Group, LP, among others, in connection with financing statements filed in Ontario over motor vehicles of DCL Corporation (formerly Dominion Colour Corporation).

2. Notice of Charge of Accounts, dated July 30, 2018, by DCL Corporation (Europe) Limited (formerly Dominion Colour Corporation (Europe) Limited) to HSBC, in connection with security interest granted to Virtus Group, LP over the following accounts at HSBC:
 - 74031914
 - 84849698
 - 74265259
 - 04821173
 - 74032285
3. Consignee Notification and Acknowledgement of Security Interest, dated July 12, 2018, by and among DCL Corporation (USA) LLC (formerly Lansco Colors LLC) and Cleveland Pigments & Blending.
4. Consignee Notification and Acknowledgement of Security Interests, dated July 27, 2018, by and among DCL Corporation (USA) LLC (formerly Lansco Colors LLC) and General Color.
5. Landlord Agreement, dated May 10, 2018, by 881 Investment Co. in favor of Wells Fargo Bank, National Association and Virtus Group, LP.
6. Landlord Agreement, dated May 30, 2018, by 813182 Ontario Inc. in favor of Wells Fargo Bank, National Association and Virtus Group, LP.
7. Landlord Agreement, dated July 18, 2018, by Link Commercial Properties, LLC in favor of Wells Fargo Bank, National Association and Virtus Group, LP.
8. Landlord Agreement, dated December 28, 2018, by Glorious Sun Blue Hill Plaza, L.L.C. in favor of Wells Fargo Bank, National Association and Virtus Group, LP.
9. Landlord Agreement, dated October 31, 2018, by Medallion Corporation in favor of Wells Fargo Bank, National Association and Virtus Group, LP.
10. Warehouse Agreement, dated May 30, 2018, by Industrial Warehouse Co. in favor of Wells Fargo Bank, National Association and Virtus Group, LP, regarding goods of Dominion Colour Corporation (USA).
11. Warehouse Agreement, dated June 26, 2018, by Forth Technologies, Inc. in favor of Wells Fargo Bank, National Association and Virtus Group, LP, regarding goods of DCL Corporation (formerly Dominion Colour Corporation).

12. Warehouse Agreement, dated June 1, 2018, by PortCity Logistics in favor of Wells Fargo Bank, National Association and Virtus Group, LP, regarding goods of DCL Corporation (USA) LLC (formerly Lansco Colors LLC).
13. Warehouse Agreement, dated June 21, 2018, by H.W. Coates Ltd in favor of Wells Fargo Bank, National Association and Virtus Group, LP, regarding goods of DCL Corporation (formerly Dominion Colour Corporation).
14. Warehouse Agreement, dated August 31, 2018, by GMI Mann Warehouse in favor of Wells Fargo Bank, National Association and Virtus Group, LP, regarding goods of DCL Corporation (USA) LLC (formerly Lansco Colors LLC).
15. Warehouse Agreement, dated July 18, 2018, by C&C Realty LLC in favor of Wells Fargo Bank, National Association and Virtus Group, LP, regarding goods of DCL Corporation (USA) LLC (formerly Lansco Colors LLC).
16. Warehouse Agreement, dated August 31, 2018, by Palumbo Trucking in favor of Wells Fargo Bank, National Association and Virtus Group, LP, regarding goods of DCL Corporation (USA) LLC (formerly Lansco Colors LLC).
17. Warehouse Agreement, dated June 6, 2018, by DPS in favor of Wells Fargo Bank, National Association and Virtus Group, LP, regarding goods of DCL Corporation (USA) LLC (formerly Lansco Colors LLC).
18. Warehouse Agreement, dated August 31, 2018, by Omega Warehousing & Distribution in favor of Wells Fargo Bank, National Association and Virtus Group, LP, regarding goods of DCL Corporation (USA) LLC (formerly Lansco Colors LLC).
19. Warehouse Agreement, dated August 31, 2018, by International Cargo Terminals Inc. in favor of Wells Fargo Bank, National Association and Virtus Group, LP, regarding goods of DCL Corporation (USA) LLC (formerly Lansco Colors LLC).
20. Warehouse Agreement, dated August 31, 2018, by Air Capitol Delivery & Warehouse in favor of Wells Fargo Bank, National Association and Virtus Group, LP, regarding goods of DCL Corporation (USA) LLC (formerly Lansco Colors LLC).
21. Warehouse Agreement, dated July 3, 2018, by Chicagoland Quad Cities Express, Inc. in favor of Wells Fargo Bank, National Association and Virtus Group, LP, regarding goods of DCL Corporation (USA) LLC (formerly Lansco Colors LLC).
22. Warehouse Agreement, dated August 31, 2018, by HS Services in favor of Wells Fargo Bank, National Association and Virtus Group, LP, regarding goods of DCL Corporation (USA) LLC (formerly Lansco Colors LLC).
23. Warehouse Agreement, dated July 9, 2018, by 4C Logistics in favor of Wells Fargo Bank, National Association and Virtus Group, LP, regarding goods of DCL Corporation (USA) LLC (formerly Lansco Colors LLC).

24. Warehouse Agreement, dated August 31, 2018, by LMS Logistics in favor of Wells Fargo Bank, National Association and Virtus Group, LP, regarding goods of DCL Corporation (USA) LLC (formerly Lansco Colors LLC).
25. Freight Forwarder Notification and Acknowledgement of Security Interest, dated April 17, 2018, by and among DCL Corporation (formerly Dominion Colour Corporation) and D&D Forwarding Services, Inc., in favor of Wells Fargo Bank, National Association and Virtus Group, LP.
26. Freight Forwarder Notification and Acknowledgement of Security Interest, dated April 11, 2018, by and among DCL Corporation (formerly Dominion Colour Corporation) and Frontier Supply Chain Solutions, in favor of Wells Fargo Bank, National Association and Virtus Group, LP.
27. Customs Broker / Freight Forwarder Notification and Acknowledgement of Security Interest, dated June 27, 2018, by and among DCL Corporation (formerly Dominion Colour Corporation) and Livingston International Inc., in favor of Wells Fargo Bank, National Association and Virtus Group, LP.
28. Freight Forwarder Notification and Acknowledgement of Security Interest, dated May 10, 2018, by and among DCL Corporation (USA) LLC (formerly Lansco Colors LLC) and PJT Transport Inc., in favor of Wells Fargo Bank, National Association and Virtus Group, LP.
29. Notice of pledge – account banks, dated July 9, 2018 from DCL CORPORATION (NL) B.V., (formerly DCC Maastricht, B.V.) to ABN AMRO Bank N.V. with a copy to Wells Fargo Bank, National Association and Virtus Group, LP.
30. Acceptance notice of pledge – bank accounts, dated July 5, 2018, by and among ABN AMRO Bank N.V., DCL CORPORATION (NL) B.V., (formerly DCC Maastricht, B.V.), Wells Fargo Bank, National Association and Virtus Group, LP.
31. Notice of pledge – intercompany debtors, dated July 9, 2018 from DCL CORPORATION (NL) B.V., (formerly DCC Maastricht, B.V.) to DCL Corporation (formerly Dominion Colour Corporation) with a copy to Wells Fargo Bank, National Association and Virtus Group, LP.
32. Notice of pledge – intercompany debtors, dated July 9, 2018 from DCL CORPORATION (NL) B.V., (formerly DCC Maastricht, B.V.) to DCC Coöperatief U.A. with a copy to Wells Fargo Bank, National Association and Virtus Group, LP.
33. Notice of pledge – insurances, dated July 9, 2018 from DCL CORPORATION (NL) B.V., (formerly DCC Maastricht, B.V.) to Meijers Assurantiën B.V. with a copy to Wells Fargo Bank, National Association and Virtus Group, LP.
34. Notice of pledge – insurances, dated July 9, 2018 from DCL CORPORATION (NL) B.V., (formerly DCC Maastricht, B.V.) to Zurich Insurance plc with a copy to Wells Fargo Bank, National Association and Virtus Group, LP.

VIII. Insurance Certificates and Endorsements

1. Certificate of Insurance, issued on April 5, 2018, for commercial general liability insurance with policy number B1353DKI701475000, for property insurance with policy number 46161849, and for marine open cargo insurance with policy number 045778404, naming Virtus Group, LP, as Certificate Holder, Loss Payee and First Mortgagee, and Additional Insured to the Commercial General Liability Policy but only with respect to vicarious liability arising out of the operations of the Named Insured.
2. Addition of First Mortgagee and Loss Payee Endorsement for policy number 46161849, effective December 31, 2017.
3. Contract Endorsement for policy number B1353DKI701475000, effective March 26, 2018.

EXHIBIT A
AMENDMENTS TO CREDIT AGREEMENT

1. The following definitions in Section 1.01 of the Credit Agreement are hereby amended as follows:
 - a. The second sentence of the definition of “Alternate Base Rate” is amended and restated as follows: “If the Administrative Agent or the Lender Representative shall have determined (which determination shall be conclusive absent manifest error) that the Federal Funds Effective Rate cannot be ascertained for any reason, including the inability or failure of the Administrative Agent or the Lender Representative to obtain sufficient quotations in accordance with the terms of the definition thereof, the Alternate Base Rate shall be determined without regard to clause (b) of the preceding sentence until the circumstances giving rise to such inability no longer exist.”
 - b. The definition of “Base Rate” is amended and restated as follows: ““**Base Rate**” shall mean, for any day, a rate per annum equal to the rate last quoted by The Wall Street Journal as the “base rate on corporate loans posted by at least 70% of the nation’s largest banks” in the United States or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Lender Representative) (which determination shall be conclusive absent manifest error)) or any similar release by the Federal Reserve Board (as determined by the Lender Representative (which determination shall be conclusive absent manifest error)), and in each such case the Lender Representative shall notify the Administrative Agent of such rate. Any change in the Base Rate due to a change in any of the foregoing shall be effective on the effective date of such change in the base rate for corporate loans or the “bank prime loan” rate, as the case may be.”
 - c. The definition of “Benchmark Replacement” is amended as follows:
 - i. The first instance of the phrase “(in consultation with the Lender Representative)” is replaced with “(as directed by the Lender Representative)”;
 - ii. In clause (3), the phrase “Administrative Agent (at the direction of the Required Lenders)” is replaced with “Lender Representative”;
 - and
 - iii. The phrase “, *provided, that*, such alternate benchmark interest rate is administratively feasible for the Administrative Agent” is inserted at the end of clause (3).

- d. The definition of “Benchmark Replacement Adjustment” is amended as follows:
- i. The phrase “Administrative Agent (in consultation with the Lender Representative)” is replaced with “Lender Representative (in consultation with the Administrative Agent)”;
 - ii. In clause (2), the phrase “Administrative Agent (at the direction of the Required Lenders)” is replaced with “Lender Representative”;
 - and
 - iii. The phrase “, *provided, that*, in each case, the Benchmark Replacement Adjustment is administratively feasible for the Administrative Agent and, *provided further, that*” is inserted before the proviso to the definition.
- e. The definition of “Benchmark Replacement Conforming Changes” is amended and restated as follows:
- i. ““Benchmark Replacement Conforming Changes” shall mean, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Alternate Base Rate,” the definition of “Business Day,” the definition of “Interest Period,” timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Lender Representative (in consultation with the Administrative Agent) may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative Agent (in consultation with the Lender Representative) in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Lender Representative determines in its reasonable discretion that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Lender Representative, in consultation with the Administrative Agent, decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents and which is administratively feasible for the Administrative Agent).”
- f. The definition of “Daily Simple SOFR” is amended to add the phrase “(at the direction of the Lender Representative)” after the first and third instance of the phrase “Administrative Agent”.

- g. The definition of “Federal Funds Effective Rate” is amended and restated as follows: “**Federal Funds Effective Rate**” shall mean, for any day, the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System of the United States, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for the day for such transactions received by the Lender Representative from three federal funds brokers of recognized standing selected by them, and the Lender Representative shall notify the Administrative Agent of such rate.”
- h. The definition of “LIBOR Rate” is amended as follows:
- i. The first paragraph is amended by adding the phrase “as published by Bloomberg or Reuters (or other commercially available source designated by the Administrative Agent (with the consent of the Lender Representative))” after the phrase “(or such other time as confirmed by ICE (or any successor thereto))”;
 - ii. Clause (a) of the proviso in the first paragraph is amended to delete the phrase “weighted average of” and replace it with “rate which results from interpolating on a linear basis”;
 - iii. Clause (b) of the proviso in the first paragraph is amended to delete the phrase “the Administrative Agent” and replace it with “a financial institution selected by the Lender Representative”;
 - iv. The end of the first paragraph is amended by adding “, which such rate shall be notified to the Administrative Agent by the Lender Representative” to the end of such paragraph;
 - v. The second paragraph is amended by replacing each instance the phrases “the Administrative Agent or the Lender Representative” and “the Administrative Agent and the Lender Representative” with “the Lender Representative”;
 - vi. The second paragraph is amended by adding “; provided that any such alternative rate and related changes shall be administratively feasible for the Administrative Agent” to the end of such paragraph; and
 - vii. The last sentence of the second paragraph is amended and restated as follows: “To the extent a comparable or successor rate is approved by the Administrative Agent and the Lender Representative in connection herewith and is administratively feasible to the Administrative Agent, the approved rate shall be applied to the then applicable Interest Period in a manner consistent with market practice as reasonably determined by the Administrative Agent (in consultation with the Lender Representative).”

- i. The definition of “Reference Time” is amended to replace the phrase “Administrative Agent in its reasonable discretion” with “Lender Representative (in consultation with the Administrative Agent)”.
 - j. The definition of “Term SOFR Transition Event” is amended to replace the phrase “Administrative Agent (in consultation with the Lender Representative)” with “Lender Representative (in consultation with the Administrative Agent)”.
2. Section 2.10 of the Credit Agreement is amended as follows:
- a. The phrase “provided that no Benchmark Conforming Change that affects the rights, duties, liabilities, indemnities or immunities of the Administrative Agent shall be valid or enforceable against the Administrative Agent without its prior consent” is inserted at the end of subsection (d); and
 - b. The phrase “(at the direction of the Lender Representative)” is inserted after the first instance of the phrase “The Administrative Agent” in subsection (e).
3. Section 9.01(a) of the Credit Agreement is amended as follows:
- a. The following is inserted at the end of the subsection: “Notwithstanding anything contained in this Agreement or the other Loan Documents to the contrary, without limiting any rights, protections, immunities or indemnities afforded to each Agent hereunder, phrases such as “satisfactory to the [Administrative Agent][Collateral Agent][Agent],” “approved by the [Administrative Agent][Collateral Agent][Agent],” “acceptable to the [Administrative Agent][Collateral Agent][Agent],” “as determined by the [Administrative Agent][Collateral Agent][Agent],” “consented to by the [Administrative Agent][Collateral Agent][Agent],” “designed by the [Administrative Agent][Collateral Agent][Agent],” “specified by the [Administrative Agent][Collateral Agent][Agent],” “in the [Administrative Agent][Collateral Agent][Agent]’s discretion,” “selected by the Administrative Agent,” “elected by the [Administrative Agent][Collateral Agent][Agent],” “requested by the [Administrative Agent][Collateral Agent][Agent],” “in the opinion of the [Administrative Agent][Collateral Agent][Agent],” and phrases of similar import that authorize or permit an Agent to approve, disapprove, determine, act, evaluate or decline to act in its discretion shall be subject to such Agent receiving written direction from the Lender Representative (or such other number or percentage of Lenders as shall be expressly provided for herein or in the other Loan Documents) to take such action or to exercise such rights. The right of each Agent to perform any discretionary act

enumerated in this Agreement or any Loan Document shall not be construed as a duty.”

4. Section 9.03 of the Credit Agreement is amended as follows:

- a. The first paragraph is amended by adding the phrase “except those expressly set forth herein and in the other Loan Documents” at the end of the second sentence;
- b. The fourth paragraph is amended by adding the phrase “, and that each of such service providers will be deemed to be acting at the request and on behalf of the Lender Representative. The Collateral Agent shall not be liable for any action taken or not taken by any such service provider” at the end of such paragraph;
- c. The following new paragraphs are added to the end of Section 9.03:
 - i. “No provision of this Agreement or any other Loan Document shall require either Agent to expend or risk its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties hereunder or thereunder or in the exercise of any of its rights or powers, if it shall have grounds to believe that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it. Neither Agent shall be required to take any action that, in its opinion or in the opinion of its counsel, may expose it to liability or that is contrary to any Loan Document or applicable law.”
 - ii. “Notwithstanding anything contained in this Agreement or any Loan Document to the contrary, neither Agent shall be under any obligation (i) to monitor, determine or verify the unavailability or cessation of LIBOR Rate or the Adjusted LIBOR Rate (or other applicable benchmark interest rate), or whether or when there has occurred, or to give notice to any other transaction party of the occurrence of, any date on which such rate may be required to be transitions or replaced in accordance with the terms of the Loan Documents, applicable law or otherwise, (ii) to select, determine or designate any replacement to such rate, or other successor or replacement benchmark index, or whether any conditions to the designation of such a rate have been satisfied, (iii) to select, determine or designate any modifier to any replacement or successor index, or (iv) to determine whether or what any amendments to this Agreement or the other Loan Documents are necessary or advisable, if any, in connection with any of the foregoing. Neither Agent shall be liable for any inability, failure or delay on its part to perform any of its duties set forth in this Agreement or any other Loan Document as a result of the unavailability of LIBOR Rate or the Adjusted LIBOR Rate (or

other applicable benchmark interest rate), including as a result of any inability, delay, error or inaccuracy on the part of any other party, including without limitation the Lender Representative or the Loan Parties, in providing any direction, instruction, notice or information required or contemplated by the terms of this Agreement and reasonably required for the performance of such duties. Neither Agent shall have any liability for any interest rate published by any publication that is the source for determining the interest rates of the Loans, including but not limited to Bloomberg (or any successor source) and the Bloomberg or Reuters screen (or any successor source), or for any rates compiled by the ICE Benchmark Administration or any successor thereto, or for any rates published on any publicly available source, including without limitation the Federal Reserve Bank of New York's Website, or in any of the foregoing cases for any delay, error or inaccuracy in the publication of any such rates, or for any subsequent correction or adjustment thereto."

- iii. "The rights, privileges, protections, immunities and benefits given to each Agent, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable: (i) by the such Agent in each Loan Document and any other document related hereto or thereto to which it is a party and (ii) the entity serving as an Agent in each of its capacities hereunder and in each of its capacities under any Loan Document whether or not specifically set forth therein and each agent, custodian and other Person employed to act hereunder and under any Loan Document or related document, as the case may be."

5. Section 9.10 of the Credit Agreement is amended as follows:

- a. Subsection (c) shall be amended by replacing the phrase "The Collateral Agent shall have no obligation" with "Neither Agent shall have any obligation";
- b. Subsection (c) is amended by adding the phrase "or any other Person" to the end of such subsection (c); and
- c. The following sentence is added to the end of subsection (d): "Notwithstanding anything contained herein to the contrary, no Agent shall be liable for authorizing, consenting to or executing and delivering any documentation related to any release requested by the ABL Agent pursuant to the Intercreditor Agreement so long as the applicable Agent provides notice of such request to the Lender Representative prior to providing such authorization, consent or executed release documentation."

6. The following is inserted as a new Section 9.14 of the Credit Agreement:
- a. “Section 9.14. Erroneous Payments. If a payment is made by either Agent (or its Affiliates) in error (whether known to the recipient or not) or if a Lender or another recipient of funds is not otherwise entitled to receive such funds at such time of such payment or from such Person in accordance with this Agreement or any other Loan Document (any such funds, whether transmitted or received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an “Erroneous Payment”), then such Lender or recipient shall forthwith on demand repay to such Agent the portion of such payment that was made in error (or otherwise not intended (as determined by such Agent) to be received) in the amount made available by such Agent (or its Affiliate) to such Lender or recipient, with interest thereon, for each day from and including the date such amount was made available by such Agent (or its Affiliate) to it to but excluding the date of payment to such Agent, at the greater of the Federal Funds Effective Rate and a rate determined by such Agent in accordance with banking industry rules on interbank compensation; provided, that, without limiting any other rights or remedies (whether at law or in equity), no Agent may make any such demand under this clause (a) with respect to an Erroneous Payment unless such demand is made within fifteen (15) Business Days of the date of receipt of such Erroneous Payment by the applicable payment recipient, such Erroneous Payment shall at all times remain the property of the applicable Agent. Each Lender and other party hereto waives the discharge for value defense in respect of any such payment.”
7. Section 10.03(b) of the Credit Agreement is amended as follows:
- a. The first sentence is amended by adding the phrase “by or” between the words “claims” and “against” in the parenthetical in clause (3) of the proviso; and
 - b. The second sentence is revised by replacing the phrase “incurred in connection with investigating, defending or participating in any action or other proceeding relating to any Liabilities” with “incurred in connection with administering this Agreement and the other Loan Documents and with investigating, defending or participating in any action or other proceeding relating to any Liabilities”.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is made this 16 day of December, 2021, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **VIRTUS GROUP, LP**, not in its individual capacity but solely in its capacity as administrative agent and collateral agent for each Secured Party (in such capacities, together with its successors and assigns in such capacities, “**Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of April 6, 2018 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; each capitalized term used but not defined herein having the meaning given to it in Article I of the Credit Agreement), by and among H.I.G. Colors, Inc., a Delaware corporation (“**Holdings**”), DCL Corporation (formerly known as Dominion Colour Corporation), a corporation organized under the laws of the Province of Ontario (the “**Canadian Borrower**”), DCL Holdings (USA), Inc. (formerly known as Lansco Holdings, Inc.), a Delaware corporation (the “**U.S. Borrower**” and, together with the Canadian Borrower, each a “**Borrower**” and collectively the “**Borrowers**”) the Guarantors from time to time party thereto, the Lenders from time to time party thereto and Agent, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain U.S. Security Agreement, dated as of April 25, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**U.S. Security Agreement**”); and

WHEREAS, pursuant to the U.S. Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the U.S. Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the U.S. Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “**Security Interest**”) in all of such Grantor’s right, title and interest in and to the following (except to the extent any of the following constitutes Excluded Assets), whether now owned or hereafter acquired or arising and wherever located (collectively, the “**Trademark Collateral**”):

(a) all of its United States Trademarks, registrations and applications including those referred to on Schedule I; provided, however, that notwithstanding the foregoing, United States “intent-to-use” trademark applications shall be excluded from the definition of “Trademark Collateral” hereunder to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, *provided* that upon submission and acceptance by the USPTO of an amendment to allege use, pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use trademark application shall be included in the definition of “Trademark Collateral” hereunder;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark that is the subject of any such Trademark, registration or application; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark, including right to receive any damages, (ii) injury to the goodwill associated with any such Trademark, or (iii) right to receive license fees, royalties, and other compensation.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. U.S. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the U.S. Security Agreement. Each Grantor hereby acknowledges and affirms 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 U.S. Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the U.S. Security Agreement, the U.S. Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantors shall give Agent notice in writing of any additional trademark registrations owned by any Grantor and granted after the date hereof pursuant to Section 7(g)(v) of the U.S. Security Agreement. Without limiting Grantors’

obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such future United States registered trademarks or applications thereof of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security 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 constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK U.S. SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE U.S. SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. RELEASE. Upon the consummation of any disposition of Trademark Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement, the Security Interest granted hereby in such Trademark Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting Collateral) and Agent shall promptly, at the reasonable request and expense of the applicable Grantor, provide evidence of such termination. Upon the payment in full of the Secured Obligations in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments, upon the Borrowers' request, Agent will promptly, at the sole expense of Grantors, authorize the filing of appropriate termination statements to terminate such Security Interests and will take any further actions necessary or desirable to evidence or effect such termination of the Security Interests as may be reasonably requested by Grantors to evidence such termination and release.

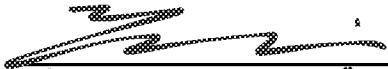
9. LIMITATION ON LIABILITY OF CANADIAN LOAN PARTIES.
Notwithstanding any provision herein contained to the contrary, the obligations of the Canadian Loan Parties (if any) hereunder shall be subject in all respects to the terms of Section 10.18 of the Credit Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

DCL CORPORATION (BP), LLC

By: 
Name: MICHAEL KOULAKOS
Title: VICE PRESIDENT, MANAGER & SECRETARY

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

VIRTUS GROUP, LP, not in its individual capacity but solely as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

DCL CORPORATION (BP), LLC

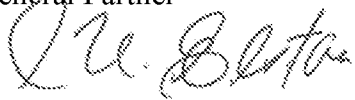
By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**VIRTUS GROUP, LP, not in its individual
capacity but solely as Agent**

By: Rocket Partners Holdings, LLC,
its General Partner

By:  _____
Name: Joseph U. Elston
Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

United States Trademark Registrations/Applications

Grantor	Mark	Application/ Registration No.	App/Reg Date
DCL Corporation (BP), LLC	PERRINDO	73350519/1232426	February 16, 1982/ March 29, 1983
DCL Corporation (BP), LLC	QUINDO	73350518/1235969	February 16, 1982 May 3, 1983

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is made this 6th day of April, 2018, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **VIRTUS GROUP, LP**, not in its individual capacity but solely in its capacity as administrative agent and collateral agent for each Secured Party (in such capacities, together with its successors and assigns in such capacities, “**Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of April 6, 2018 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; each capitalized term used but not defined herein having the meaning given to it in Article I of the Credit Agreement), by and among H.I.G. Colors, Inc., a Delaware corporation (“**Holdings**”), Dominion Colour Corporation, a corporation organized under the laws of the Province of Ontario (the “**Canadian Borrower**”), Lansco Holdings, Inc., a Delaware corporation (the “**U.S. Borrower**” and, together with the Canadian Borrower, each a “**Borrower**” and collectively the “**Borrowers**”), the Guarantors from time to time party thereto, the Lenders from time to time party thereto and Agent, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain U.S. Security Agreement, dated as of April 6, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**U.S. Security Agreement**”); and

WHEREAS, pursuant to the U.S. Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the U.S. Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the U.S. Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “**Security Interest**”) in all of such Grantor’s

right, title and interest in and to the following (except to the extent any of the following constitutes Excluded Assets), whether now owned or hereafter acquired or arising (collectively, the “**Trademark Collateral**”):

(a) all of its United States Trademarks, registrations and applications including those referred to on Schedule I; provided, however, that notwithstanding the foregoing, United States “intent-to-use” trademark applications shall be excluded from the definition of “Trademark Collateral” hereunder to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the USPTO of an amendment to allege use, pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use trademark application shall be included in the definition of “Trademark Collateral” hereunder;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark that is the subject of any such Trademark, registration or application; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark, including right to receive any damages, (ii) injury to the goodwill associated with any such Trademark, or (iii) right to receive license fees, royalties, and other compensation.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. U.S. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, f for the benefit of the Secured Parties, pursuant to the U.S. Security Agreement. Each Grantor hereby acknowledges and affirms 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 U.S. Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the U.S. Security Agreement, the U.S. Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantors shall give Agent notice in writing of any additional trademarks registrations owned by any Grantor and granted after the date hereof pursuant to Section 7(g)(v) of the U.S. Security Agreement. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such future United States registered trademarks or applications thereof of each Grantor. Notwithstanding the

foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security 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 constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK U.S. SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE U.S. SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

8. RELEASE. Upon the consummation of any disposition of Trademark Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement, the Security Interest granted hereby in such Trademark Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting Collateral) and Agent shall promptly, at the reasonable request and expense of the applicable Grantor, provide evidence of such termination. Upon the payment in full of the Secured Obligations in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments, upon the Borrowers' request, Agent will promptly, at the sole expense of Grantors, authorize the filing of appropriate termination statements to terminate such Security Interests and will take any further actions necessary or desirable to evidence or effect such termination of the Security Interests as may be reasonably requested by Grantors to evidence such termination and release.


9. LIMITATION ON LIABILITY OF CANADIAN LOAN PARTIES. Notwithstanding any provision herein contained to the contrary, the obligations of the Canadian Loan Parties (if any) hereunder shall be subject in all respects to the terms of Section 10.18 of the Credit Agreement.

[signature page follows]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

DOMINION COLOUR CORPORATION

By: 
Name: Caroline Kung
Title: Vice President and Secretary

LANSO COLORS LLC

By: 
Name: Caroline Kung
Title: Vice President and Secretary

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

VIRTUS GROUP, LP, not in its individual
capacity but solely as Agent

By:  _____

Name: _____

Title:  _____

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

United States Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Dominion Colour Corporation	United States of America	DCC	85-486236 / 4,445,889	December 2, 2011 / December 10, 2013
Dominion Colour Corporation	United States of America	DCC AND DESIGN 	85-486243 /4,445,890	December 2, 2011 / December 10, 2013
Dominion Colour Corporation	United States of America	KROLOR	72-269026 / 837400	April 13, 1967 / October 24, 1967
Dominion Colour Corporation	United States of America	WORKING TOGETHER FOR QUALITY	85-486251 / 4,348,772	December 2, 2011 / June 11, 2013
Dominion Colour Corporation	United States of America	ELJON	79009646 / 3083050	October 19, 2004 / April 18, 2006
Dominion Colour Corporation	United States of America	DYECOM	79-008801 / 3120898	October 19, 2004 / July 25, 2006
LANSKO Colors LLC (f/k/a/ Landers-Segal Color Co., Incorporated) DBA Lansco Colors Corporation	United States of America	LANSKO COLORS	85394398 / 4134607	August 10, 2011 / May 1, 2012
LANSKO Colors LLC (f/k/a/ Landers-Segal Color Co., Incorporated)	United States of America	LANSKO (Typed Drawing)	73451339 / 1311813	November 4, 1983 / January 1, 1985
LANSKO Colors LLC (f/k/a/ Landers-Segal Color Co., Incorporated) DBA Lansco Colors Corporation	United States of America	WE BRING A WORLD OF COLOR TO YOUR DOOR	78362542 / 3023017	February 4, 2004 / December 6, 2005
LANSKO Colors	United States of	WE BRING A	85393995 / 4134601	August 10, 2011 /

LLC (f/k/a/ Landers-Segal Color Co., Incorporated) DBA Lansco Colors Corporation	America	WORLD OF COLOR TO YOUR DOOR		May 1, 2012
LANSKO Colors LLC (f/k/a/ Landers-Segal Color Co., Incorporated)	United States of America	LANOX (Design)	86401534 / 5091691	September 22, 2014 / November 29, 2016