OP \$190.00 2149344

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM772800

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE: Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Douglas Products and Packaging Company LLC		12/08/2022	Limited Liability Company: MISSOURI

RECEIVING PARTY DATA

Name:	Owl Rock Capital Corporation
Street Address:	399 Park Avenue
Internal Address:	38th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2149344	WIPER BLUE
Registration Number:	0741597	FUMIGUIDE
Registration Number:	2887098	PROFUME
Registration Number:	0653967	VIKANE
Registration Number:	3571027	MICRODRIP
Registration Number:	3676082	MASTER FUME
Registration Number:	1755266	NYLOFUME

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 212.318.6000

Email: yoosonlee@paulhastings.com

Correspondent Name: Yooson Sandy Lee
Address Line 1: Paul Hastings LLP
Address Line 2: 200 Park Avenue

Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER: Yooson Sandy Lee

TRADEMARK REEL: 007912 FRAME: 0177

900736819

SIGNATURE:	/s/ Yooson Sandy Lee
DATE SIGNED:	12/08/2022
Total Attachments: 6	
source=Douglas Products - Trademark	Security Agreement [Executed](167285400_1)#page1.tif
source=Douglas Products - Trademark	Security Agreement [Executed](167285400_1)#page2.tif
source=Douglas Products - Trademark	Security Agreement [Executed](167285400_1)#page3.tif
source=Douglas Products - Trademark	Security Agreement [Executed](167285400_1)#page4.tif
source=Douglas Products - Trademark	Security Agreement [Executed](167285400_1)#page5.tif
source=Douglas Products - Trademark	Security Agreement [Executed](167285400_1)#page6.tif

TRADEMARK REEL: 007912 FRAME: 0178

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of December 8, 2022, is made by DOUGLAS PRODUCTS AND PACKAGING COMPANY LLC, a Missouri limited liability company (the "Grantor") in favor of OWL ROCK CAPITAL CORPORATION, in its capacity as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the benefit of the Secured Parties from time to time party to that certain Credit and Guaranty Agreement, dated as of December 8, 2022 (as it may be amended, restated, amended and restated, joined, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make Loans and provide other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor (among others) has executed and delivered a Security and Pledge Agreement, dated as of December 8, 2022 (as may be amended, restated, amended and restated, joined, extended supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged and granted to the Administrative Agent for the benefit of the Secured Parties, a continuing security interest in all Intellectual Property, including the Trademarks and Trademark Licenses; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders to make Loans and provide other financial accommodations to the Grantor pursuant to the Credit Agreement, the Grantor hereby agrees, for the benefit of the Administrative Agent and the Secured Parties, as follows:

SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement or if not defined therein, in the Credit Agreement, and as this Agreement shall be subject to the rules of interpretation set forth in Section 1.02 of the Credit Agreement, which rules of interpretation are incorporated herein by this reference, *mutatis mutandis*.

SECTION 2. <u>Grant of Security Interest</u>. The Grantor hereby grants to the Administrative Agent, on behalf and for the benefit of the Secured Parties, and to secure the prompt

TRADEMARK REEL: 007912 FRAME: 0179 and complete payment and performance of all of the Grantor's Obligations, a security interest in all of their right, title and interest in, to and under the Grantor's Trademarks and Trademark Licenses (including, without limitation, those items listed on <u>Schedule A</u> hereto) (collectively, the "<u>Trademark Collateral</u>").

SECTION 3. <u>Purpose</u>. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. <u>Acknowledgment</u>. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademarks and Trademark Licenses granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including, without limitation, the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. <u>Security Agreement</u>. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 6. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 19 AND 20 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

DOUGLAS PRODUCTS AND PACKAGING COMPANY LLC,

a Missouri limited liability company

By:

Clins Bridguell

Name: Chris Bridgnell

Title: Chief Financial Officer

OWL ROCK CAPITAL CORPORATION, as the Administrative Agent

By:

Name: Jeff Walwyn

Title: Authorized Signatory

LEGAL_US_E # 167073016.5

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademarks/Service marks granted by the US Patent and Trademark Office:

	(Class 5): Fumigants for professional, industrial, commercial or domestic use	Registered: September 21, 2004	PROFUME RN: 2887098	Douglas Products and Packaging Company LLC
	(Class: 26) Slide rule calculators for determining pesticide concentrations	Registered: December 4, 1962	FUMIGUIDE RN: 741597	Douglas Products and Packaging Company LLC
	(Class: 3) Windshield washer anti-freeze and solvent	Registered: April 7, 1998	WIPER BLUE RN:2,149,344	Owned by DOUGLAS PRODUCTS AND PACKAGING COMPANY LLC – but current owner listed by USPTO as Desert Gold Enterprises, Inc. Name change from Douglas Products and Packaging Company to Desert Gold Enterprises, Inc. recorded in 2010, with nunc pro tunc assignment from Desert Gold Enterprises, Inc. to Douglas Products and Packaging Company, LLC recorded shortly thereafter
TRA L: 0079	GOODS/SERVICES	STATUS	MARK	OWNER

TRADEMARK

REEL: 007912 FRAME: 0183

	(Class 16): Plastic bags for packing and storage of household items.	Registered: March 2, 1993	NYLOFUME RN: 1755266	Douglas Products and Packaging Company LLC
	use	September 1, 2009	RN: 3676082	ELC
al	(Class 5): Fumigants for agricultural and commercial	Registered:	MASTER FUME	Douglas Products and Packaging Company
_	composed of cartridge units containing naturally occurring microbes and a microbe dispenser.	February 10, 2009	RN: 3571027	
	namely, a drain line maintenance system used for the elimination of inwanted fat oil and grease	Registered:	MICRODRIP	LLC
ΓR/	(Class: 11) Waste water treatment equipment,			Douglas Products and Packaging Company
ADEN	drywood termites and other woodboring insects	November 5, 1957	RN: 0653967	ELC
/IAR	(Class 6): Structural fumigant for controlling	Registered:	VIKANE	Douglas Products and Packaging Company
(GOODS/SERVICES	STATUS	MARK	OWNER

Trademark Licenses
None.

RECORDED: 12/08/2022

REEL: 007912 FRAME: 0184