

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM776997

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DCL Corporation (BP), LLC		12/22/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	40 King Street West		
Internal Address:	25th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H3Y2		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1232426	PERRINDO	
Registration Number:	1235969	QUINDO	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	8007130755		
Email:	results-uccteam6@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125 #90583402		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Matthew T. Callahan		
SIGNATURE:	/Matthew T. Callahan/		
DATE SIGNED:	12/28/2022		
Total Attachments: 7			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

DCL Corporation (BP), LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Corporation
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 12/22/22

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association, as Agent

Street Address: 40 King Street West, 25th Floor

City: Toronto

State: Ontario

Country: Canada Zip: M5H3Y2

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Matthew T. Callahan

Internal Address: _____

Street Address: Otterbourg P.C.
230 Park Ave

City: New York

State: NY Zip: 10169

Phone Number: (212) 905-3657

Docket Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: /s/Matthew T. Callahan

12/27/22

Signature

Date

Matthew T. Callahan

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 22nd day of December, 2022, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, Agent and the Lender Group provide a senior secured, super-priority debtor-in-possession revolving credit facility to DCL Corporation (USA) LLC (formerly known as Lansco Colors, LLC), a Delaware limited liability company, as debtor and debtor-in-possession under the Bankruptcy Code (“DCL USA”), DCL Corporation (BP), LLC, a Delaware limited liability company, as debtor and debtor-in-possession under the Bankruptcy Code (“DCL BP,” and together with DCL USA, individually, a “US Borrower” and collectively, “US Borrowers”), DCL Corporation (formed upon the amalgamation of DCL Corporation (with corporation number 1993321 and formerly known as Dominion Colour Corporation) and Monteith Inc.), an Ontario corporation with corporation number 1000156489, as debtor under the CCAA (“DCL Canada” or “Canadian Borrower,” and together with US Borrowers, individually a “Borrower” and collectively, “Borrowers”) as set forth in the Senior Secured, Super-Priority Debtor-in-Possession Credit Agreement, dated of even date herewith, by and among US Borrowers, Canadian Borrower, Dominion Colour Corporation (USA), a New Jersey corporation, as debtor and debtor-in-possession under the Bankruptcy Code (“DCC US”), DCL Holdings (USA), Inc. (formerly known as Lansco Holdings, Inc.), a Delaware corporation, as debtor and debtor-in-possession under the Bankruptcy Code (“DCL Holdings”), H.I.G. Colors, Inc., a Delaware corporation, as debtor and debtor-in-possession under the Bankruptcy Code (“Holdings”), DCL Corporation (NL) B.V., formerly known as DCL Maastricht B.V., a company organized under the laws of The Netherlands (“DCL BV”), and DCL Corporation (Europe) Limited, formerly known as Dominion Colour Corporation (Europe) Limited, a private liability company incorporated in England and Wales with company number 05452955 (“DCL UK”), the lenders party thereto as Lenders (each of such Lenders, together with its successors and assigns, each a “Lender”, and collectively, “Lenders”) and Agent (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, the certain US Guaranty and Security Agreement, dated as of December 22, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, 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 Guaranty and 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 Guaranty and 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, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, 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, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its United States Trademark 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 PTO 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 Trademark, or (iii) right to receive license fees, royalties, and other compensation in connection with any such Trademark and any other Trademark Related Asset.

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 other members of the Lender Group, the Bank Product Providers 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. 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 Lender Group and the Bank Product Providers, pursuant to the Guaranty and 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 Guaranty and 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 Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto.

Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. 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 new trademark rights 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 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 GUARANTY AND 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 Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

DCL CORPORATION (BP), LLC,
as Debtor and Debtor-in-Possession

DocuSigned by:

Ed Zhang

By: _____
Name: Ed Zhang
Title: Vice President, Treasurer and Secretary

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: _____
Name: _____
Its Authorized Signatory

[SIGNATURE PAGE TO US 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:

DCL CORPORATION (BP), LLC,
as Debtor and Debtor-in-Possession

By: _____
Name: _____
Title: Vice President and Secretary

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: **Raymond
Eghobamien** _____
Name: _____
Its Authorized Signatory

Digitally signed by
Raymond Eghobamien
Date: 2022.12.07
20:47:13 -05'00'

[SIGNATURE PAGE TO US TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 007933 FRAME: 0016**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

United States Trademark Registrations/Applications

No.	Trademark	App. No./Date	Reg. No./Date	Owner
1.	PERRINDO	73350519 16-FEB--1982	1232426 29-MAR-1983	DCL Corporation (BP), LLC
2.	QUINDO	73350518 16-FEB-1982	1235969 03-MAY-1983	DCL Corporation (BP), LLC

Canadian Trademark Registrations/Applications

No.	Trademark	App. No./Date	Reg. No./Date	Owner
1.	PERRINDO	0525206 12-JUL-1984	TMA302386 03-MAY1985	DCL Corporation (BP), LLC
2.	QUINDO	0525207 12-JUL-1984	TMA302599 10-MAY-1985	DCL Corporation (BP), LLC