

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809834

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Delaware Trust Company (as successor in interests to Virtus Group LP)		04/14/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	DCL Corporation (BP), LLC		
Street Address:	1 Concorde Gate		
Internal Address:	Suite 608		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M3C 3N6		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
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:	Genevieve Dorment		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Genevieve Dorment		
SIGNATURE:	/Genevieve Dorment/		
DATE SIGNED:	05/11/2023		
Total Attachments: 4			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Agreement”) dated as of April 14, 2023, from Delaware Trust Company (as successor in interests to Virtus Group LP (the “Initial Agent”), a Delaware corporation, not in its individual capacity but solely in its capacity as administrative agent and collateral agent for each Secured Party (the “Successor Agent”), in favor of DCL Corporation (BP), LLC, a Delaware limited liability company (the “Grantor”).

WHEREAS, in connection with the 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 as reaffirmed by the Trademark Security Agreement, dated as of December 16, 2021, by and between Grantor and Initial Agent (the “Trademark Security Agreement”), Grantor granted to the Initial Agent the Security Interest in all of Grantor’s right, title, and interest in and to the Trademark Collateral;

WHEREAS, an executed copy of the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on December 20, 2021 at Reel 007518/Frame 0874;

WHEREAS, pursuant to that certain Agreement of Agent Resignation, Appointment and Acceptance, dated as of June 3, 2022, by and between Initial Agent and the Successor Agent, the Initial Agent resigned as agent under the applicable Credit Agreement and Loan Documents, and, inter alia, assigned to the Successor Agent all authority, property, rights, powers, duties, immunities and obligations under same, including the U.S. Security Agreement and the Trademark Security Agreement, and

WHEREAS, Grantor has requested that Successor Agent release and reassign its Security Interest in the Trademark Collateral, including, without limitation, the Trademark registrations and applications more fully identified in Schedule A annexed hereto and made a part hereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and upon the terms set forth in this Agreement, the Successor Agent hereby states as follows:

1. Release of Security Interest. Without any representation, warranty or recourse, the Successor Agent, on behalf of itself and each Secured Party, hereby

(a) terminates, releases and discharges, and sets over and assigns to the Grantor, its Security Interest in all right, title and interest in the Trademark Collateral (including, without limitation, the Trademark registrations and applications more fully identified in Schedule A annexed hereto and made a part hereof) granted, assigned or pledged pursuant to the U.S. Security Agreement and the Trademark Security Agreement, without recourse or representation or warranty, express or implied, of any kind;

(b) terminates the Trademark Security Agreement and any power of attorney or similar rights granted by Grantor to Successor Agent pursuant to or in connection therewith; and

(c) authorizes and requests that the United States Patent and Trademark Office note and record the existence of the release hereby given.

2. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement or, if not defined therein, in the U.S. Security Agreement or, if not defined therein, in the Credit Agreement (as defined in the Trademark Security Agreement), and this Agreement shall be subject to the rules and constructions set forth in

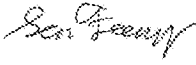
Section 1(b) of the U.S. Security Agreement, which rules of construction are incorporated herein by reference, *mutatis mutandis*.

3. Choice of Law and Venue and Jury Trial Waiver. This Agreement shall be subject to the provisions regarding **CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER, SET FOR IN SECTION 25 OF THE U.S. SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.**

4. The Successor Agent shall be entitled to the same rights, powers, immunities, indemnities and exclusions from liability as are prescribed in favor of the Initial Agent under the Credit Agreement and the U.S. Security Agreement, as if set forth herein *mutatis mutandis*.

IN WITNESS WHEREOF, Secured Party has caused this Release of Security Interest in Trademarks to be executed by its duly authorized corporate officer this April 14, 2023.

DELAWARE TRUST COMPANY, as Agent

By: 

Title: Vice President

SCHEDULE A
TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

United States Trademark Registrations/Applications

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