

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM810124

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
H.I.G. Colors Holdings, Inc.		04/14/2023	Corporation: DELAWARE
H.I.G. Colors, Inc.		04/14/2023	Corporation:
DCL Holdings (USA), Inc.		04/14/2023	Corporation:
DCL Corporation (USA), LLC		04/14/2023	Limited Liability Company:
DCL Corporation (BP), LLC		04/14/2023	Limited Liability Company: DELAWARE
Dominion Colour Corporation (USA)		04/14/2023	Corporation:
DCL Corporation		04/14/2023	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	Pigments Services, Inc.		
Street Address:	c/o Blackstone Alternative Credit Advisors LP 345 Park Avenue		
Internal Address:	31st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10154		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1232426	PERRINDO	
Registration Number:	1235969	QUINDO	
Registration Number:	0837400	KROLOR	
Registration Number:	6565028	DCL	
Registration Number:	6565027	DCL	
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		

CH \$140.00 1232426

Correspondent Name: Genevieve Dorment
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 132727.3

NAME OF SUBMITTER: Genevieve Dorment

SIGNATURE: /Genevieve Dorment/

DATE SIGNED: 05/12/2023

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

(US REGISTERED INTELLECTUAL PROPERTY)

This Trademark Assignment Agreement (“**Trademark Assignment Agreement**”) is made and entered into as of April 14, 2023 by and between Pigments Services, Inc., a Delaware corporation (“**Assignee**”), and H.I.G. Colors Holdings, Inc., a Delaware corporation, and certain of its direct and indirect Subsidiaries that are debtors in the US Bankruptcy or in the CCAA Proceeding, as applicable (collectively, “**Assignor**”) (Assignee and Assignor are collectively referred to as the “**Parties**”).

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and applications and registrations registered in the United States Patent and Trademark Office as set forth on Schedule A hereto, including (i) all reissues, extensions, or renewals thereof and (ii) all common law rights therein and the goodwill associated with or symbolized by any of the foregoing (the “**Trademarks**”):

WHEREAS, pursuant to that certain Second Amended and Restated Asset Purchase Agreement, dated as of March 28, 2023 by and between Assignee and Assignor (as amended, restated, modified or supplemented prior to the date hereof, the “**Purchase Agreement**”), Assignor agreed to assign, sell, convey, and transfer, and desires to assign, sell, convey, and transfer certain assets, including all of Assignor’s right, title, and interest in and to the Trademarks; and

WHEREAS, pursuant to that certain Bill of Sale and Assignment and Assumption Agreement, dated as of the same date hereof by and between Assignee and Assignor, among others, (the “**Bill of Sale**”), Assignor assigned, sold, conveyed, and transferred all of Assignor’s right, title, and interest in and to the Trademarks, to Assignee.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Definitions. Capitalized terms used in this Trademark Assignment Agreement that are not defined in the body of this Trademark Assignment Agreement have the meanings given to them in the Purchase Agreement.

2. Assignment. Pursuant to and in accordance with the terms and conditions set forth in the Purchase Agreement and Sale Orders, Assignor does hereby irrevocably sell, convey, transfer, assign, and deliver to Assignee, its successors and assigns, and Assignee purchases, acquires, and accepts from Assignor, all of Assignor’s right, title, and interest in and to the Trademarks, free and clear of all Liens (other than Permitted Liens). Assignor further consents to recordation of this Trademark Assignment Agreement by Assignee with the United States Patent and Trademark Office, the Canadian Intellectual Property Office, and in any similar office or agency of the United States, Canada, or any other country or in successor offices in any applicable jurisdiction.

3. Terms of the Purchase Agreement. This Trademark Assignment Agreement is hereby made subject to the terms of the Purchase Agreement, which terms are incorporated herein

by this reference. Assignor and each Seller acknowledges and agrees that the representations, warranties, covenants and agreements contained in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement will govern.

4. Further Assurances. Assignor hereby covenants and agrees to, at the reasonable request of Assignee and as promptly as practicable, at the cost of the Assignee (i) execute and deliver any instruments or documents of transfer and assignment to register and otherwise give full effect to the rights of Assignee under this Trademark Assignment Agreement in and to the Trademarks, including all documents necessary to record in the name of Assignee the assignment of the Trademarks with the United States Patent and Trademark Office, the Canadian Intellectual Property Office, and in any similar office or agency of the United States, Canada, or any other country or in successor offices in any applicable jurisdiction; and (ii) to take, or cause to be taken, all such further action as Assignee may reasonably request in order to evidence or effectuate the consummation of the assignments and assumptions contemplated by this Trademark Assignment Agreement and to otherwise carry out the intent of the parties pursuant to the Purchase Agreement.

5. Governing Law. THIS TRADEMARK ASSIGNMENT AGREEMENT AND ALL CLAIMS AND CAUSES OF ACTION THAT MAY BE BASED ON, ARISE OUT OF, OR RELATE TO THIS TRADEMARK ASSIGNMENT AGREEMENT OR THE NEGOTIATION, EXECUTION, OR PERFORMANCE OF THIS TRADEMARK ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE (WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAWS PRINCIPLES), EXCEPT TO THE EXTENT THAT THE LAWS OF SUCH STATE ARE SUPERSEDED BY THE US BANKRUPTCY CODE. OR THE CCAA, AS APPLICABLE. EACH PARTY (A) CONSENTS TO THE EXCLUSIVE JURISDICTION OF (I) THE US BANKRUPTCY COURT, AS THE SOLE JUDICIAL FORUM FOR THE ADJUDICATION OF ANY MATTERS ARISING UNDER OR IN CONNECTION WITH THIS TRADEMARK ASSIGNMENT AGREEMENT RELATING TO THE US SELLERS AND (II) THE CCAA COURT, AS THE SOLE JUDICIAL FORUM FOR THE ADJUDICATION OF ANY MATTERS ARISING UNDER OR IN CONNECTION WITH THIS TRADEMARK ASSIGNMENT AGREEMENT RELATING TO THE CANADIAN SELLER. AFTER US SELLERS ARE NO LONGER SUBJECT TO THE JURISDICTION OF THE US BANKRUPTCY COURT, THE PARTIES IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF DELAWARE AND OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE (“SELECTED COURTS”) FOR ANY ACTION ARISING OUT OF OR RELATING TO THIS TRADEMARK ASSIGNMENT AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY (AND AGREES NOT TO COMMENCE ANY ACTION RELATING HERETO EXCEPT IN SUCH COURTS) AND WAIVES ANY OBJECTION TO VENUE BEING LAID IN THE SELECTED COURTS WHETHER BASED ON THE GROUNDS OF FORUM NON CONVENIENS OR OTHERWISE, PROVIDED THAT THE CCAA COURT SHALL HAVE JURISDICTION OVER THE CANADIAN PURCHASED ASSETS AND THE CANADIAN ASSUMED LIABILITIES; AND (B) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING

OR LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS TRADEMARK ASSIGNMENT AGREEMENT.

6. Successors and Assigns. This Trademark Assignment Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees, and successors.

7. Headings. The section headings contained in this Trademark Assignment Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Trademark Assignment Agreement.

8. Counterparts. This Trademark Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but both of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Trademark Assignment Agreement by facsimile or e-mail transmission will be as effective as delivery of a manually executed counterpart of this Trademark Assignment Agreement.

[Signature pages to follow.]

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

ASSIGNOR:

H.I.G. Colors Holdings Inc.

By: DocuSigned by:
Scott Davido
4708F590C7DD4EC...
Name: Scott Davido
Title: CRO

H.I.G. Colors, Inc.

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Scott Davido
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Name: Scott Davido
Title: CRO

DCL Holdings (USA), Inc.

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Title: CRO

DCL Corporation

By: DocuSigned by:
Scott Davido
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Name: Scott Davido
Title: CRO

[Signature Page to U.S. Trademark Assignment Agreement]

ASSIGNEE:

Pigments Services, Inc.

By: 

Name: John Beberus

Title: President and Secretary

{Signature Page to Trademark Assignment Agreement}

TRADEMARK
REEL: 008071 FRAME: 0256

SCHEDULE A

TRADEMARKS

No.	Trademark	Country	App. No./Date	Reg. No./Date	Owner
1.	PERRINDO	United States	73350519 02-16-1982	1232426 03-29-1983	DCL Corporation (BP), LLC
2.	QUINDO	United States	73350518 02-16-1982	1235969 05-03-1983	DCL Corporation (BP), LLC
3.	KROLOR	United States	72269026 13-APRIL-1967	0837400 07-MAY-2014	DCL Corporation
4.	DCL (Design)	United States	88790717 10-FEB-2020	6565028 23-NOV-2021	DCL Corporation
5.	DCL	United States	88790713 10-FEB-2020	6565027 23-NOV-2021	DCL Corporation