

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM828498

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		TRADEMARK SECURITY AGREEMENT	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ROCHESTER MIDLAND CORPORATION		08/01/2023	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MIDCAP FINANCIAL TRUST		
<b>Street Address:</b>	MidCap Financial Services, LLC, as servicer		
<b>Internal Address:</b>	7255 Woodmont Avenue, Suite 300		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	Statutory Trust: DELAWARE		
<b>PROPERTY NUMBERS Total: 40</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97567130	HOLISTIC SANITATION SOLUTIONS FOR RESEAR	
<b>Registration Number:</b>	6452891	SOLIDGUARD	
<b>Registration Number:</b>	6709487	WELL BEING HYGIENE	
<b>Registration Number:</b>	6709488	WELLBEING HYGIENE	
<b>Registration Number:</b>	6431847	LABGUARD	
<b>Registration Number:</b>	6320437	LABGUARD	
<b>Registration Number:</b>	6320441	LABGUARD	
<b>Registration Number:</b>	6218768	FULLSERVICE	
<b>Registration Number:</b>	6218769	FULLSERVICE	
<b>Registration Number:</b>	5555848	FOAM KING	
<b>Registration Number:</b>	4984654	ASSETGUARD	
<b>Registration Number:</b>	4230130	ENVIRO CARE NOVUS	
<b>Registration Number:</b>	3860180	WELLBEING	
<b>Registration Number:</b>	3860194	WELL BEING	
<b>Registration Number:</b>	3434674	CLEANAIRE	
<b>Registration Number:</b>	3482906	JIFFY	
<b>Registration Number:</b>	3467942	SNAP!	
<b>Registration Number:</b>	3312508	CHEMIZER	

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Property Type	Number	Word Mark
Registration Number:	3208982	ENVIROGUARD
Registration Number:	3158537	NATURE'S SCRUB BRUSH
Registration Number:	3295342	RMC HANDS FREE
Registration Number:	3032323	LUBEGUARD
Registration Number:	3013364	SANOR
Registration Number:	3044513	PROXI
Registration Number:	2661862	SURFACEGUARD
Registration Number:	2983462	LUBEGUARD
Registration Number:	2782452	SERVICEGUARD
Registration Number:	2661863	AUDITGUARD
Registration Number:	2687982	CHEMGUARD
Registration Number:	2687983	FLOORGUARD
Registration Number:	2687984	DRAINGUARD
Registration Number:	2581636	HANDGUARD
Registration Number:	2668096	RMC ROCHESTER MIDLAND CORPORATION
Registration Number:	2625789	BRANDGUARD
Registration Number:	2589061	SCENTSATIONS
Registration Number:	2038891	MIDFLOC
Registration Number:	1752153	NEUGENIC
Registration Number:	1933330	ENVIRO CARE
Registration Number:	1556415	BIOGENIC
Registration Number:	1274702	THERMO-GLOSS

**CORRESPONDENCE DATA**

**Fax Number:** 2129692900

*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:** 212-969-3000

**Email:** trademark@proskauer.com

**Correspondent Name:** Ke Yang (Karl) Xia

**Address Line 1:** Proskauer Rose LLP

**Address Line 2:** Eleven Times Square

**Address Line 4:** New York, NEW YORK 10036-8299

<b>ATTORNEY DOCKET NUMBER:</b>	11964.542
<b>NAME OF SUBMITTER:</b>	Ke Yang (Karl) Xia
<b>SIGNATURE:</b>	/Ke Yang (Karl) Xia/
<b>DATE SIGNED:</b>	08/01/2023

**Total Attachments: 8**  
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 1, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entity identified as a grantor on the signature pages hereto (the “**Grantor**”) in favor of **MIDCAP FINANCIAL TRUST**, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns in such capacities, the “**Collateral Agent**”).

**WHEREAS**, the Grantor is party to that certain Security Agreement, dated as of August 1, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### SECTION 2. GRANT OF SECURITY INTEREST

As collateral security for the payment or performance when due of the Secured Obligations, including the Guaranteed Obligations, the Grantor hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned by the Grantor to the extent constituting Collateral (collectively, the “**Trademark Collateral**”); *provided* that, the Trademark Collateral shall not include any Excluded Assets (such as any intent-to-use Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration that issues therefrom under applicable federal law):

- (i) all Trademarks owned by the Grantor and listed in Schedule A hereto.

### SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

#### **SECTION 4. RECORDATION**

The Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

#### **SECTION 5. TERMINATION**

This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations); *provided* that the security interest in the Trademark Collateral may also be released pursuant to Section 6.11(c) of the Security Agreement. Upon the termination of this Trademark Security Agreement, the Collateral Agent, at the expense of the Grantor, shall promptly execute all documents and take all other actions reasonably requested by the Grantor to evidence and record the release of the security interests in the Trademark Collateral granted herein.

#### **SECTION 6. GOVERNING LAW**

**THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.**

#### **SECTION 7. COUNTERPARTS**

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTOR:**

**ROCHESTER MIDLAND CORPORATION, a  
New York corporation,  
as Grantor**

By: 

Name: H. Bradley Calkins

Title: Co-Chief Executive Officer

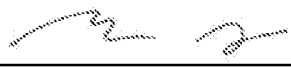
Agreed to and acknowledged  
as of the date first listed above:

**COLLATERAL AGENT:**

**MIDCAP FINANCIAL TRUST**


By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner


By:   
\_\_\_\_\_  
Name: Maurice Amsellem  
Title: Authorized Signatory


**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Owner
HOLISTIC SANITATION SOLUTIONS FOR RESEARCH SUCCESS	United States of America	97567130	8/26/2022	--	--	Rochester Midland Corporation
SOLIDGUARD	United States of America	90306565	11/9/2020	6452891	8/17/2021	Rochester Midland Corporation
WELL BEING HYGIENE and Design 	United States of America	90271472	10/22/2020	6709487	4/26/2022	Rochester Midland Corporation
WELLBEING HYGIENE	United States of America	90271502	10/22/2020	6709488	4/26/2022	Rochester Midland Corporation
LABGUARD	United States of America	90129325	8/21/2020	6431847	7/27/2021	Rochester Midland Corporation
LABGUARD	United States of America	90129370	8/21/2020	6320437	4/13/2021	Rochester Midland Corporation
LABGUARD	United States of America	90129390	8/21/2020	6320441	4/13/2021	Rochester Midland Corporation
FULLSERVICE	United States of America	88833755	3/13/2020	6218768	12/8/2020	Rochester Midland Corporation
FULLSERVICE	United States of America	88833910	3/13/2020	6218769	12/8/2020	Rochester Midland Corporation
FOAM KING	United States of America	87837087	3/16/2018	5555848	9/4/2018	Rochester Midland Corporation



Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Owner
ASSETGUARD	United States of America	86571314	3/20/2015	4984654	6/21/2016	Rochester Midland Corporation
ENVIRO CARE NOVUS	United States of America	85575724	3/21/2012	4230130	10/23/2012	Rochester Midland Corporation
WELLBEING	United States of America	77948151	3/2/2010	3860180	10/12/2010	Rochester Midland Corporation
WELL BEING and Design 	United States of America	77948277	3/2/2010	3860194	10/12/2010	Rochester Midland Corporation
CLEANNAIRE	United States of America	77249145	8/7/2007	3434674	5/27/2008	Rochester Midland Corporation
JIFFY	United States of America	77003341	9/20/2006	3482906	8/12/2008	Rochester Midland Corporation
SNAPI	United States of America	78937013	7/25/2006	3467942	7/15/2008	Rochester Midland Corporation
CHEMIZER	United States of America	78937036	7/25/2006	3312508	10/16/2007	Rochester Midland Corporation
ENVIROGUARD	United States of America	78868092	4/24/2006	3208982	2/13/2007	Rochester Midland Corporation
NATURE'S SCRUB BRUSH	United States of America	78762640	11/29/2005	3158537	10/17/2006	Rochester Midland Corporation
RMC HANDS FREE	United States of America	78760393	11/23/2005	3295342	9/18/2007	Rochester Midland Corporation
LUBE GUARD	United States of America	78543934	1/7/2005	3032323	12/20/2005	Rochester Midland Corporation

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Owner
SANOR	United States of America	78482413	9/13/2004	3013364	11/8/2005	Rochester Midland Corporation
PROXI	United States of America	78354321	1/20/2004	3044513	1/17/2006	Rochester Midland Corporation
SURFACEGUARD	United States of America	76222014	3/9/2001	2661862	12/17/2002	Rochester Midland Corporation
LUBEGUARD	United States of America	76222015	3/9/2001	2983462	8/9/2005	Rochester Midland Corporation
SERVICEGUARD	United States of America	76222016	3/9/2001	2782452	11/11/2003	Rochester Midland Corporation
AUDITGUARD	United States of America	76222017	3/9/2001	2661863	12/17/2002	Rochester Midland Corporation
CHEMGUARD	United States of America	76222018	3/9/2001	2687982	2/18/2003	Rochester Midland Corporation
FLOORGUARD	United States of America	76222019	3/9/2001	2687983	2/18/2003	Rochester Midland Corporation
DRAINGUARD	United States of America	76222020	3/9/2001	2687984	2/18/2003	Rochester Midland Corporation
HANDGUARD	United States of America	76222021	3/9/2001	2581636	6/18/2002	Rochester Midland Corporation
RMC ROCHESTER MIDLAND CORPORATION and Design	United States of America	76218324	3/2/2001	2668096	12/31/2002	Rochester Midland Corporation
 BRANDGUARD	United States of America	75906004	1/29/2000	2625789	9/24/2002	Rochester Midland Corporation

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Owner
SCENTSATIONS	United States of America	75801879	9/20/1999	2589061	7/2/2002	Rochester Midland Corporation
MIDFLOC	United States of America	75077637	3/25/1996	2038891	2/18/1997	Rochester Midland Corporation
NEUGENIC	United States of America	74286230	6/19/1992	1752153	2/16/1993	Rochester Midland Corporation
ENVIRO CARE (Stylized) <b>ENVIRO CARE</b>	United States of America	74043362	3/28/1990	1933330	11/7/1995	Rochester Midland Corporation
BIOGENIC	United States of America	73757538	10/14/1988	1556415	9/19/1989	Rochester Midland Corporation
THERMO-GLOSS	United States of America	73418573	3/24/1983	1274702	4/24/1984	Rochester Midland Corporation

TRADEMARK

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RECORDED: 08/01/2023