

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM742993

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTERNATIONAL PRODUCTS CORPORATION		07/07/2022	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP, as Collateral Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	6065005	OCEAN MAGIC	
Registration Number:	5748968	INTERNATIONAL PRODUCTS CORPORATION	
Registration Number:	5683548	INTERNATIONAL PRODUCTS CORPORATION	
Registration Number:	5245650	GRIP-IT	
Registration Number:	5245649	P-80 GRIP-IT	
Registration Number:	5082473	MARY MAGIC	
Registration Number:	4656657	RUBBER SLIDE	
Registration Number:	2563439	LF2100	
Registration Number:	2223218	ZYMIT	
Registration Number:	2073431	SURFACE-CLEANSE/930	
Registration Number:	2068755	MICRO-90	
Registration Number:	1428068	P-80	
Registration Number:	1428957	MICRO	
Serial Number:	90678378	MICRO-MACHINE	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	57000.00033
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NAME OF SUBMITTER:	Javier J. Ramos
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SIGNATURE:	/Javier J. Ramos/
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DATE SIGNED:	07/22/2022
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Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of July 7, 2022 (this “Agreement”), between INTERNATIONAL PRODUCTS CORPORATION, a New Jersey corporation (the “Grantor”) and ANTARES CAPITAL LP, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Second Lien Credit Agreement, dated as of September 30, 2019 (as amended by the First Amendment to Second Lien Credit Agreement October 10, 2019, and as amended, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), by and among DCG INTERMEDIATE CORP., a Delaware corporation (“Holdings”), DCG ACQUISITION CORP., a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto and Antares Capital LP, as Administrative Agent and Collateral Agent, and (b) the Second Lien Collateral Agreement dated as of September 30, 2019 (as supplemented by the Supplement No. 1 to Second Lien Collateral Agreement, dated as of May 27, 2020 between Cimcool Industrial Products LLC and the Collateral Agent, and by that certain Supplement No. 2 to Second Lien Collateral Agreement, dated as of August 27, 2020 between I.S.E.L., LLC and the Collateral Agent, and by that certain Supplement No. 3 to Second Lien Collateral Agreement, dated as of April 1, 2021 between Rock Valley Oil & Chemical Co. and the Collateral Agent, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under the United States trademark registrations and trademark applications listed on Schedule I attached hereto (the “Trademark Collateral”). Notwithstanding the foregoing, for clarity, the Trademark Collateral shall not include any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

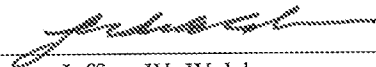
SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

INTERNATIONAL PRODUCTS CORPORATION, as
Grantor

By: 
Name: Jeffrey W. Welsh
Title: President

ANTARES CAPITAL LP, as Collateral Agent

Max Brustein

By:

Name: Max Brustein

Title: Duly Authorized Signatory

Schedule I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Class/es	Current Owner of Record
MICRO-MACHINE	USPTO	90678378 28-APR-2021		1	INTERNATIONAL PRODUCTS CORPORATION
OCEAN MAGIC	USPTO	88115659 13-SEP-2018	6065005 26-MAY-2020	3	INTERNATIONAL PRODUCTS CORPORATION
INTERNATIONAL PRODUCTS CORPORATION	USPTO	88032699 10-JUL-2018	5748968 14-MAY-2019	4	INTERNATIONAL PRODUCTS CORPORATION
INTERNATIONAL PRODUCTS CORPORATION	USPTO	87766072 23-JAN-2018	5683548 26-FEB-2019	3	INTERNATIONAL PRODUCTS CORPORATION
GRIP-IT	USPTO	87275283 20-DEC-2016	5245650 18-JUL-2017	4	INTERNATIONAL PRODUCTS CORPORATION
P-80 GRIP-IT	USPTO	87275280 20-DEC-2016	5245649 18-JUL-2017	4	INTERNATIONAL PRODUCTS CORPORATION
MARY MAGIC	USPTO	85866024 04-MAR-2013	5082473 15-NOV-2016	3	INTERNATIONAL PRODUCTS CORPORATION
RUBBER SLIDE	USPTO	85678824 17-JUL-2012	4656657 16-DEC-2014	4	INTERNATIONAL PRODUCTS CORPORATION
LF2100	USPTO	76185165 21-DEC-2000	2563439 23-APR-2002	3	INTERNATIONAL PRODUCTS CORPORATION
ZYMIT	USPTO	75296794 22-MAY-1997	2223218 09-FEB-1999	3	INTERNATIONAL PRODUCTS CORPORATION
SURFACE- CLEANSE/930	USPTO	75055470 09-FEB-1996	2073431 24-JUN-1997	3	INTERNATIONAL PRODUCTS CORPORATION
MICRO-90	USPTO	75028590 06-DEC-1995	2068755 10-JUN-1997	3	INTERNATIONAL PRODUCTS CORPORATION
P-80	USPTO	73604886 18-JUN-1986	1428068 10-FEB-1987	4	INTERNATIONAL PRODUCTS CORPORATION
MICRO	USPTO	73604887 18-JUN-1986	1428957 17-FEB-1987	3	INTERNATIONAL PRODUCTS CORPORATION