

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367370

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Weatherchem Corporation		12/18/2015	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Administrative Agent		
Street Address:	30 South Wacker Drive		
Internal Address:	Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4367768	LIQUIFLAPPER	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<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:	312 558-6532		
Email:	mfoy@winston.com		
Correspondent Name:	Michelle Foy, Winston & Strawn LLP		
Address Line 1:	35 West Wacker Drive		
Address Line 2:	Suite 4200		
Address Line 4:	Chicago, ILLINOIS 60601-9703		
ATTORNEY DOCKET NUMBER:	6737.129		
NAME OF SUBMITTER:	Michelle Foy		
SIGNATURE:	/Michelle Foy/		
DATE SIGNED:	12/29/2015		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

December 18, 2015

WHEREAS, Mold-Rite Plastics, LLC, a Delaware limited liability company, Stull Technologies LLC, a Delaware limited liability company and Weatherchem Corporation, an Ohio corporation (collectively herein referred to as "Grantor"), owns (i) the Trademarks and Trademark applications listed on Schedule 1 annexed hereto and (B) the Patents and Patent applications listed on Schedule 2 annexed hereto;

WHEREAS, reference is made to that certain Amended and Restated Credit Agreement dated as of December 18, 2015 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Mold-Rite Plastics, LLC, as the Borrower, Valcour Packaging LLC, as Holdings, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Madison Capital Funding LLC, as administrative agent for the Lenders (the "Administrative Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of August 5, 2010 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Madison Capital Funding LLC, as administrative agent for the Lenders and the other secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of Lenders and the other secured parties under the Credit Agreement a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral and the Patent Collateral (each as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement) of Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the items or types of property set forth in clause (i) and (iii) below being herein collectively referred to as the "Trademark Collateral" and all of the items or types of property set forth in clause (ii) and (iv) below being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Patent (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Patent and Patent application referred to in Schedule 2 hereto;

(iii) all proceeds of and revenues from Trademarks, Trademark registration and applications, including, without limitation, all proceeds of and revenues from any claim

by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing; and

(iv) all proceeds of and revenues from Patents and Patent applications, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 2 hereto.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral and the Patent Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms and accomplish the purposes of the Collateral Agreement (subject to the terms and provisions thereof).

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Trademark Collateral or Patent Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


This Intellectual Property Security Agreement shall be governed by the laws of the State of New York.

In the event that any provision of this Intellectual Property Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.


[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first above written.

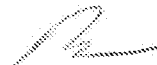
MOLD-RITE PLASTICS, LLC

By: 
Name: Robert Rohde
Title: Chief Financial Officer

STULL TECHNOLOGIES LLC

By: 
Name: Robert Rohde
Title: Vice President


WEATHERCHEM CORPORATION

By: 
Name: Robert Rohde
Title: Vice President

Signature Page to Intellectual Property Security Agreement

ACKNOWLEDGED:

**MADISON CAPITAL FUNDING LLC,
as Administrative Agent**

By: 
Name: JUNAD SOVER
Title: VICE PRESIDENT

SCHEDULE 1
to
Intellectual Property Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

Trademark	Application Number and Date	Registration Number and Date	Grantor
<u>EZ-GRIP</u> EZ-GRIP	85-665430 June 29, 2012	4426356 October 29, 2013	Mold-Rite Plastics, LLC
<u>EZ-SAFE</u> EZ-SAFE	85-665598 June 29, 2012	4408232 September 24, 2013	Mold-Rite Plastics, LLC
<u>MRP MOLD-RITE PLASTICS INNOVATIVE. RELIABLE. RESPONSIVE. and Design</u>	85-924504 May 6, 2013	4469510 January 21, 2014	Mold-Rite Plastics, LLC
<u>STULL</u>	78-240767 April 22, 2003	2834569 April 20, 2004	Stull Technologies LLC (f/k/a MRP New Jersey LLC)
<u>MICRO-LOC</u> MICRO-LOC	77-033789 October 31, 2006	3771963 April 6, 2010	Stull Technologies LLC (f/k/a MRP New Jersey LLC)
<u>LIQUIFLAPPER</u> LIQUIFLAPPER	85-777468 November 12, 2012	4367768 July 16, 2013	Weatherchem Corporation

SCHEDULE 2
to
Intellectual Property Security Agreement

PATENTS, PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Title	Application Number Application Date	Patent Number Grant Date	Grantor
Lightweight closure with cathedral slotted slide openings	US201129390257 04/21/2011	USD679596 04/09/2013	Stull Technologies LLC
Lightweight closure with a cross bar top	US201129390256 04/21/2011	USD679595 04/09/2013	Stull Technologies LLC
Lightweight closure with top spokes and center hole	US201129390255 04/21/2011	USD679594 04/09/2013	Stull Technologies LLC
Lightweight closure with complete top spokes	US201129390254 04/21/2011	USD679593 04/09/2013	Stull Technologies LLC
Lightweight closure with step slotted side openings	US201129390250 04/21/2011	UD679592 04/09/2013	Stull Technologies LLC
Lightweight closure with arrow slotted side openings	US20112930248 4/21/2011	USD679591 04/09/2013	Stull Technologies LLC
Lightweight closure with top spokes	US201129390245 04/21/2011	USD679590 04/09/2013	Stull Technologies LLC
Flip top closure	US201129384278 01/28/2011	USD666494 09/04/2012	Stull Technologies LLC
Closure	US20100349380 03/29/2010	USD630511 01/11/2011	Stull Technologies LLC
Lightweight closure	US20090350922 11/25/2009	USD617191 06/08/2010	Stull Technologies LLC
Lightweight closure cap	US20090350943 11/25/2009	USD616747 06/01/2010	Stull Technologies LLC
Lightweight closure	US20090350937 11/25/2009	USD616746 06/01/2010	Stull Technologies LLC
Lightweight closure cap	US20090350926 11/25/2009	USD616745 06/01/2010	Stull Technologies LLC
Lightweight child-resistant closure	US20090625997 11/25/2009	8205761 06/26/2012	Stull Technologies LLC
Break-away impact resistant tip	US20070899506 09/06/2007	8272522 09/25/2012	Stull Technologies LLC
Variable rate closure for dispensers having fluid contents	US19970947355 10/08/1997	US6135318 10/24/2000	Stull Technologies LLC
Easily removable multi-paneled locking cover	US20070890915 08/07/2007	8087539 01/03/2012	Stull Technologies LLC
Traversing twist cap	US20010875430 06/05/2001	6675995 01/13/2004	Stull Technologies LLC
Removing locking container with slotted outer skirt	US20070824791 07/02/2007	8038026 10/18/2011	Stull Technologies LLC
Removable locking container lid with outer skirt	US20070824790 07/02/2007	8020723 09/20/2011	Stull Technologies LLC

Patent Title	Application Number Application Date	Patent Number Grant Date	Grantor
Reversing trap container closure	US20000749113 12/26/2000	6749089 06/15/2004	Stull Technologies LLC
Removable locking container cover	US20060542547 10/03/2006	7594587 09/29/2009	Stull Technologies LLC
Tamper-evident quick twist closure	US20040519045 12/22/2004	7210593 05/01/2007	Stull Technologies LLC
Quick-twist pop-off closure	US20020309638 12/04/2002	7028858 04/18/2006	Stull Technologies LLC
Contact lens case	US20060259647 05/12/2006	USD551448 09/25/2007	Stull Technologies LLC
Break-off top	US20050244606 12/12/2005	USD532295 11/21/2006	Stull Technologies LLC
Container closure	US20050241714 10/31/2005	USD540677 04/17/2007	Stull Technologies LLC
Container lid	US20050237976 09/08/2005	USD527633	Stull Technologies LLC
Shock resistant break-off top	US20050236950 09/28/2005	7810680 10/12/2010	Stull Technologies LLC
Secure lock closure	US20020194818 07/12/2002	6880729 04/19/2005	Stull Technologies LLC
Self-cleaning shape memory retaining valve	10116366 04/04/2002	6726063 04/27/2004	Stull Technologies LLC
Container closure and method of assembly	10888162 07/08/2004	7152763 12/26/2006	Stull Technologies LLC
Removable and reusable container closure with vent	11075788 03/09/2005	7946443 05/24/2011	Stull Technologies LLC
Container closure and method of assembly	11175587 07/06/2005	7299952 11/27/2007	Stull Technologies LLC
Double bead sealing system for container closure	11583568 10/18/2006	7743952 06/29/2010	Stull Technologies LLC
Removable locking container cover with slotted outer skirt	11654322 01/17/2007	7594588 09/29/2009	Stull Technologies LLC
Easily removable multi-paneled locking cover with mess-preventing ring	12228400 08/11/2008	8191728 06/05/2012	Stull Technologies LLC
One-Piece Container with Lid	29414152 02/24/2012	D731303 06/09/2015	Weatherchem Corporation
Closure with tamper evident push-pull tether	13839887 03/15/2013		Weatherchem Corporation
Sift-resistant dispensing closure	14025758 09/12/2013		Weatherchem Corporation
Full open disk dispensing closure	14250171 04/10/2014		Weatherchem Corporation
Closure with tamper evident secondary piece	14728262 06/02/2015		Weatherchem Corporation
Closure with utensil retention mechanism	13539879 07/02/2012	8833584 09/16/2014	Weatherchem Corporation

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RECORDED: 12/29/2015

TRADEMARK
REEL: 005698 FRAME: 0578