# CH \$315.00 449435

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM382550

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Inteplast Group Corporation		04/26/2016	Corporation: TEXAS

#### **RECEIVING PARTY DATA**

Name:	Mega International Commercial Bank Co., LTD., Silicon Valley Branch	
Street Address:	333 W. San Carlos Street, Suite 100	
City:	San Jose	
State/Country:	CALIFORNIA	
Postal Code:	95110	
Entity Type:	Limited Company: TAIWAN	

### **PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark				
Registration Number:	4494351	VIAM				
Registration Number:	4540667	CORELESS				
Registration Number:	4455718	MEDI-FIT				
Registration Number:	4524189	FRESH-SAC				
Registration Number:	4489539	INTEPLAST PITT				
Registration Number:	4646488	DUO-FIT				
Registration Number:	4460245	XTRATUFF				
Registration Number:	4744601	MEDPLAST				
Registration Number:	4840810	Р				
Registration Number:	4913830	SHARPS-TAINER				
Serial Number:	86297864	MEDEGEN				
Serial Number:	86657853	ACTI-FEND				

#### CORRESPONDENCE DATA

Fax Number:

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.

Email: tgibb@mofo.com

**Correspondent Name:** Jennifer L. Taylor | Morrison & Foerster

Address Line 1: 425 Market Street

Address Line 4: San Francisco, CALIFORNIA 94105

TRADEMARK

REEL: 005781 FRAME: 0683

ATTORNEY DOCKET NUMBER:	26486-22
NAME OF SUBMITTER:	Jennifer Lee Taylor
SIGNATURE:	/JLT2/
DATE SIGNED:	04/29/2016

#### **Total Attachments: 21**

source=2.2 Patent and Trademark Security Agreement (Coroplast)#page1.tif source=2.2 Patent and Trademark Security Agreement (Coroplast)#page2.tif source=2.2 Patent and Trademark Security Agreement (Coroplast)#page3.tif source=2.2 Patent and Trademark Security Agreement (Coroplast)#page4.tif source=2.2 Patent and Trademark Security Agreement (Coroplast)#page5.tif source=2.2 Patent and Trademark Security Agreement (Coroplast)#page6.tif source=2.2 Patent and Trademark Security Agreement (Coroplast)#page7.tif source=2.2 Patent and Trademark Security Agreement (Coroplast)#page8.tif source=2.2 Patent and Trademark Security Agreement (Coroplast)#page9.tif source=2.2 Patent and Trademark Security Agreement (Coroplast)#page10.tif source=2.2 Patent and Trademark Security Agreement (Coroplast)#page11.tif source=2.2 Patent and Trademark Security Agreement (Coroplast)#page12.tif source=2.2 Patent and Trademark Security Agreement (Coroplast)#page13.tif source=2.2 Patent and Trademark Security Agreement (Coroplast)#page14.tif source=2.2 Patent and Trademark Security Agreement (Coroplast)#page15.tif source=2.2 Patent and Trademark Security Agreement (Coroplast)#page16.tif source=2.2 Patent and Trademark Security Agreement (Coroplast)#page17.tif source=2.2 Patent and Trademark Security Agreement (Coroplast)#page18.tif source=2.2 Patent and Trademark Security Agreement (Coroplast)#page19.tif source=2.2 Patent and Trademark Security Agreement (Coroplast)#page20.tif source=2.2 Patent and Trademark Security Agreement (Coroplast)#page21.tif

> TRADEMARK REEL: 005781 FRAME: 0684

#### PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>"), dated as of April 26, 2016, is made by and between COROPLAST LLC, a Delaware limited liability company, INTEPLAST GROUP CORPORATION, a Texas corporation, INTEPLAST GROUP INC., a Delaware corporation, MINIGRIP LLC, a Delaware limited liability company, IP MOULDING INC., a Delaware corporation and MEDEGEN MEDICAL PRODUCTS, LLC, a Delaware limited liability company (collectively, the "<u>Grantors</u>" and each individually, a "<u>Grantor</u>"), and MEGA INTERNATIONAL COMMERCIAL BANK CO., LTD., SILICON VALLEY BRANCH, as agent for the Lenders referred to below (in such capacity, the "<u>Agent</u>").

The Borrowers identified on Annex 1 hereto (each a "Borrower" and, collectively, the "Borrowers"), the Guarantors identified on Annex 1 hereto (each a "Guarantor" and, collectively, the "Guarantors"), certain financial institutions as lenders (the "Lenders") and the Agent are parties to a Secured Revolving and Term Loan Credit Agreement, dated as of December 30, 2013 (as amended and as it may be further amended, modified, renewed, extended or amended, restated, or replaced from time to time, the "Credit Agreement"). To guarantee the indebtedness and other obligations of the Borrowers under the Credit Agreement, the Guarantors have executed a Guaranty, dated as of December 30, 2013 (as may be amended, modified, renewed, extended or amended, restated, or replaced from time to time, the "Guaranty") in favor of the Agent. It is a condition precedent to the Borrowings under the Credit Agreement that the Grantor enter into this Agreement and grant to the Agent, for itself and for the ratable benefit of the Lenders, the security interests hereinafter provided to secure the Secured Obligations (as defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

#### SECTION 1 Definitions; Interpretation.

- (a) <u>Terms Defined in Credit Agreement</u>. All capitalized terms used in this Agreement and not otherwise defined herein have the meanings assigned to them in the Credit Agreement.
- (b) <u>Certain Defined Terms</u>. As used in this Agreement, the following terms have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"PTO" means the United States Patent and Trademark Office.

"Secured Obligations" means the indebtedness, liabilities and other obligations of the Grantor or any other Credit Party to the Agent and the Lenders under or in connection with the Credit Agreement, the Notes, the Guaranty, the Collateral Documents and any other Loan Documents, including all unpaid principal of the Loans, all interest accrued thereon, all fees due under the Credit Agreement and the Fee Letter, and all other amounts payable by the Grantor or any other Credit Party to the Agent and the Lenders thereunder or in connection therewith, whether now existing or hereafter arising, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and including interest that accrues after the commencement by or against the Grantor or any other Credit Party of any Insolvency Proceeding naming any such Person as the debtor in such proceeding.

"<u>UCC</u>" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York.

- (c) <u>Terms Defined in UCC</u>. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.
- (d) <u>Interpretation</u>. The rules of interpretation set forth in <u>Section 1.03</u> of the Credit Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

#### SECTION 2 Security Interest.

- (a) <u>Grant of Security Interest</u>. As security for the payment and performance of the Secured Obligations, the Grantor hereby pledges, grants assigns, transfers and conveys to the Agent, and grants a security interest in and mortgage to the Agent, for itself and on behalf of and for the ratable benefit of the Lenders, all of the Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "<u>Collateral</u>"):
- (i) all domestic patents and patent applications, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such patents and patent applications as described in <u>Schedules A</u> and <u>B</u>), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;
- (ii) all state (including common law), and federal trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such marks, names and applications as described in <u>Schedules C</u> and <u>D</u>), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof:
- (iii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets;
- (iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;
- (v) all accounts, all intangible intellectual or other similar property and other general intangibles and rights to payment associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and
- (vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.
- (b) <u>Continuing Security Interest</u>. The Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with <u>Section 24</u>.

- SECTION 3 Supplement to Security Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Security Agreement. The Grantor acknowledges that the rights and remedies of the Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement and the other Loan Documents and all such rights and remedies are cumulative.
- SECTION 4 Representations and Warranties. The Grantor represents and warrants to each Lender and the Agent that:
- (a) <u>Patents</u>. A true and correct list of all of the existing Collateral consisting of U.S. patents and registrations owned by the Grantor, in whole or in part, is set forth in <u>Schedule A</u>.
- (b) <u>Patent Applications</u>. A true and correct list of all of the existing Collateral consisting of U.S. patent applications owned by the Grantor, in whole or in part, is set forth in <u>Schedule B</u>.
- (c) <u>Trademarks</u>. A true and correct list of all of the existing Collateral consisting of U.S. trademarks and trademark registrations owned by the Grantor, in whole or in part, is set forth in Schedule C.
- (d) <u>Trademark Applications</u>. A true and correct list of all of the existing Collateral consisting of U.S. trademark applications owned by the Grantor, in whole or in part, is set forth in Schedule D.
- SECTION 5 Further Acts. On a continuing basis, the Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Grantor's compliance with this Agreement or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO and/or any applicable state office. The Agent may record this Agreement, an abstract thereof, or any other document describing the Agent's interest in the Collateral with the PTO, at the expense of the Grantor.
- SECTION 6 Future Rights. Except as otherwise expressly agreed to in writing by the Agent, if and when the Grantor shall obtain rights to any new patentable inventions or any new trademarks, or become entitled to the benefit of any of the foregoing, or obtain rights or benefits with respect to any reissue, division, continuation, renewal, extension or continuation-in-part of any patents or trademarks, or any improvement of any patent, the provisions of Section 2 shall automatically apply thereto and the Grantor shall give to the Agent prompt notice thereof. The Grantor shall do all things deemed necessary or advisable by the Agent to ensure the validity, perfection, priority and enforceability of the security interests of the Agent in such future acquired Collateral. The Grantor hereby authorizes the Agent to modify, amend, or supplement the Schedules hereto and to reexecute this Agreement from time to time on the Grantor's behalf and as its attorney-in-fact to include any such future Collateral and to cause such reexecuted Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.
- SECTION 7 Agent Appointed Attorney-in-Fact. The Agent shall have the right to, in the name of the Grantor, or in the name of the Agent or otherwise, without notice to or assent by the Grantor, and each Grantor hereby constitutes and appoints the Agent (and any of the Agent's officers or employees or agents designated by the Agent) as the Grantor's true and lawful attorney-in-fact, with full power and authority, and hereby authorizes the Agent: (a) to sign and file in the name of the Grantor (with or without

the Grantor's signature) any financing statement or other instrument and any modification, supplement or amendment to this Agreement (including any described in Section 6), and to sign the name of the Grantor on all or any of such documents or instruments and perform all other acts that the Agent deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of the Agent's security interest in, the Collateral; and (b) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of the Grantor, which the Agent may deem necessary or advisable to maintain, preserve and protect the Collateral and to accomplish the purposes of this Agreement, including (i) to defend, settle, adjust or, after the occurrence of any Event of Default, institute any action, suit or proceeding with respect to the Collateral, (ii) to assert or retain any rights under any license agreement for any of the Collateral, including any rights of the Grantor arising under Section 365(n) of the Bankruptcy Code, and (iii) during the occurrence of any Event of Default, to execute any and all applications, documents, papers and instruments for the Agent to use the Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Collateral, and to assign, convey or otherwise transfer title in or dispose of the Collateral; provided, however, that in no event shall the Agent have the unilateral power, prior to the occurrence of an Event of Default, to assign any of the Collateral to any Person, including itself, without the Grantor's written consent. The foregoing power of attorney is coupled with an interest and irrevocable so long as the Lenders have any Commitments or the Secured Obligations have not been paid and performed in full. The Grantor hereby ratifies, to the extent permitted by law, all that the Agent shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 7.

SECTION 8 <u>Agent Performance of Grantor Obligations</u>. The Agent may perform or pay any obligation which the Grantor has agreed to perform or pay under or in connection with this Agreement, and the Grantor shall reimburse the Agent on demand for any amounts paid by the Agent pursuant to this <u>Section 8</u>.

SECTION 9 Agent's Duties. Notwithstanding any provision contained in this Agreement, the Agent shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Grantor or any other Person for any failure to do so or delay in doing so. Except for and the accounting for moneys actually received by the Agent hereunder, the Agent shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Collateral.

SECTION 10 Remedies. Upon the occurrence of any Event of Default, the Agent shall have, in addition to all other rights and remedies granted to it in this Agreement, the Credit Agreement or any other Loan Document, all rights and remedies of a secured party under the UCC and other applicable laws. Without limiting the generality of the foregoing, the Grantor agrees that the Agent shall at all times have such royalty free licenses, to the extent permitted by law, for any Collateral that is reasonably necessary to permit the exercise of any of the Agent's rights or remedies upon or after the occurrence of an Event of Default. In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, the Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as the Agent deems necessary or advisable, in the name of the Grantor or the Agent, to enforce or protect any Collateral, and any license thereunder, in which event the Grantor shall, at the request of the Agent, do any and all lawful acts and execute any and all documents required by the Agent in aid of such enforcement.

SECTION 11 <u>Waivers</u>. The Grantor hereby waives with respect to this Agreement each of the waivers made in the Security Agreement, which are incorporated by reference herein as if set forth in their entirety.

SECTION 12 Notices. All notices or other communications hereunder shall be given in the manner and to the addresses specified in the Credit Agreement or, if applicable, in the Guaranty. Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Notices and other communications (a) sent by facsimile or by email shall be deemed to have been given when sent, and (b) posted to an internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its email address as described in the Credit Agreement (or, if applicable, the Guaranty), of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (a) and (b) above, if a notice or other communication is not given during normal business hours for the recipient, it shall be deemed to have been given at the opening of business on the next business day for the recipient and notices and communications to the Agent shall not be effective until actually received by the Agent, and notices delivered to the Administrative Borrower shall constitute notice to the Grantor and other Credit Parties.

SECTION 13 No Waiver; Cumulative Remedies. No failure on the part of the Agent or any Lender to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to the Agent and the Lenders.

SECTION 14 <u>Binding Effect</u>. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor, the Agent and the Lenders and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to the Credit Agreement, the Guaranty, the Security Agreement or this Agreement.

SECTION 15 Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York except as required by mandatory provisions of law and to the extent the validity or perfection of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

#### SECTION 16 Submission to Jurisdiction.

Patent and Trademark Security Agreement - Coroplast

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(a) <u>Submission to Jurisdiction</u>. The Grantor irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against Agent, any Lender or any Related Party of the foregoing in any way relating to this Agreement or any other Loan Document or the transactions relating hereto or thereto, in any forum other than the courts of the State of New York sitting in New York County, and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable Law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Nothing in this Agreement or in any other Loan Document shall affect any right that Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against the Grantor or any other Credit Party or its properties in the courts of any jurisdiction.

- (b) <u>Waiver of Venue</u>. The Grantor irrevocably and unconditionally waives, to the fullest extent permitted by applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in subsection (a) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.
- (c) <u>Service of Process</u>. Each party hereto irrevocably consents to service of process in the manner provided for notices in <u>Section 14.02(a)</u> of the Credit Agreement. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by applicable Law.

SECTION 17 Waiver of Jury Trial and Judicial Reference Provision. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

If any action or proceeding is filed in a court of the State of California by or against any party hereto in connection with any of the transactions contemplated by this Agreement or any other Loan Document, (i) the court shall, and is hereby directed to, make a general reference pursuant to California Code of Civil Procedure Section 638 to a referee (who shall be a single active or retired judge) to hear and determine all of the issues in such action or proceeding (whether of fact or of Law) and to report a statement of decision, provided that at the option of any party to such proceeding, any such issues pertaining to a "provisional remedy" as defined in California Code of Civil Procedure Section 1281.8 shall be heard and determined by the court, and (ii) the Grantor shall be solely responsible to pay all fees and expenses of any referee appointed in such action or proceeding.

SECTION 18 <u>Limitation on Liability</u>. No claim shall be made by any party hereto for any special, indirect, exemplary, consequential or punitive damages in respect of any breach or wrongful conduct (whether or not the claim therefor is based on contract, tort or duty imposed by law), in connection with, arising out of or in any way related to the transactions contemplated by this Agreement or any act or omission or event occurring in connection therewith; and each party hereto hereby waives, releases and agrees not to sue upon any such claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

SECTION 19 Entire Agreement; Amendment. This Agreement and the other Loan Documents contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Credit Agreement.

SECTION 20 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any

jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 21 <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

SECTION 22 <u>Incorporation of Provisions of the Credit Agreement</u>. To the extent the Credit Agreement contains provisions of general applicability to the Loan Documents, including any such provisions contained in <u>Sections 1.02</u> and <u>1.03</u> and <u>Article XIV</u> thereof, such provisions are incorporated herein by this reference.

SECTION 23 No Inconsistent Requirements. The Grantor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms. In the event of any conflict, inconsistency or ambiguity between or among any of the provisions contained herein and the provisions of the Credit Agreement, the parties agree that the provision of the Credit Agreement shall control over any provision in any other document which is in conflict therewith.

SECTION 24 <u>Termination</u>. Upon the termination of the Commitments of the Lenders and payment and performance in full of all Secured Obligations, the security interests contemplated by this Agreement shall terminate and the Agent shall promptly execute and deliver to the Grantor such documents and instruments reasonably requested by the Grantor as shall be necessary to evidence termination of all security interests given by the Grantor to the Agent hereunder, including cancellation of this Agreement by written notice from the Agent to the PTO.

[Signature on Following Page]

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

	and the contract of the contra
GRANTORS:	COROPLAST LLC, a Delaware limited liability company
	By: Name: Robert Wang Title: Chief Financial Officer and Vice President
	By: Name: Joseph Warg Title: Senior Vice President, Administration
	INTEPLAST GROUP CORPORATION, a Texas corporation
	By: Name: Robert Wang Title: Chief Financial Officer and Vice-President
	By: Name: Joseph Wang Title: SVP Administration
	INTEPLAST GROUP INC., a Delaware corporation
	By: Name: Robert Wang Title VP & Treasurer

MINIGRIP LLC, a Delaward limited liability compar
By: Name: Robert Wang Title: Chief Financial Officer
By: Name: Joseph Wang Title: VP Administration
IP MOULDING INC., a Delaware corporation  By:  Name: Robert Wang
By: Name: Joseph Wang Title: VP Administration
MEDEGEN MEDICAL PRODUCTS, LLC, a Delaware limited liability company
By: Name: Robert Wang Title: Chief Financial Officer & Treasurer
By:

# THE AGENT

MEGA INTERNATIONAL COMMERCIAL BANK, CO., LTD., SILICON VALLEY BRANCH, as Agent

Name: Nian Tzy Ye

Title: Vice President & General Manager

# ANNEX 1 to the Patent and Trademark Security Agreement

#### Credit Parties

#### **Borrowers**

- 1. INTEPLAST GROUP INC., a Delaware corporation
- 2. OMATEX CORPORATION, a Delaware corporation
- 3. AMTOPP CORPORATION, a Delaware corporation
- 4. SALERNO PACKAGING INC., a Delaware corporation
- INTEPLAST BAGS AND FILMS CORPORATION (formerly known as Vifan USA, Inc.), a Delaware corporation
- 6. PINNACLE FILMS CORPORATION, a Delaware corporation
- INTEPLAST GROUP CORPORATION (formerly known as Inteplast Group Holdings Corporation), a Texas corporation
- 8. INTEPLAST ENGINEERED FILMS INC. (formerly known as Lone Star Plastics, Inc.), a Texas corporation
- 9. INTEPLAST ENGINEERED FILMS CORP. (formerly known as Niaflex Corporation), a Delaware corporation
- 10. PITT PLASTICS, INC., a Kansas corporation
- 11. TRINITY PLASTICS INC., a Delaware corporation
- 12. IP MOULDING INC., a Delaware corporation
- 13. MINIGRIP LLC, a Delaware limited liability company
- 14. FUTUREX PROPERTIES, INC. (formerly known as Fitzpak, Inc.), a New Jersey corporation
- 15. INTEPLAST ENGINEERED FILMS LLC (formerly known as P&O Packaging, LLC), a Delaware limited liability company
- 16. MEDIRA INC., a Delaware corporation
- 17. MEDEGEN MEDICAL PRODUCTS, LLC, a Delaware limited liability company

#### Guarantors

- 1. HARTMAN PLASTICS CORPORATION, a Delaware corporation
- 2. AMTOPP FILMS INC. (formerly known as Vibac USA, Inc.), a Delaware corporation
- 3. WORLD-PAK CORPORATION, a Delaware corporation
- 4. MINIGRIP COMMERCIAL LLC, a Delaware limited liability company
- 5. INTEGRATED BAGGING SYSTEMS CORPORATION, a Delaware corporation
- 6. FANTAPAK INTERNATIONAL LLC, a Delaware limited liability company
- 7. VIVA PROPERTIES LLC, a Delaware limited liability company
- 8. BIOPLAST, INC., a Delaware corporation
- 9. COROPLAST LLC, a Delaware limited liability company
- 10. DANAFILMS CORP, a Delaware corporation

Annex 1

# SCHEDULE A to the Patent and Trademark Security Agreement

# <u>Issued U.S. Patents of the Grantor</u>

Entity	Publication /Registration Number   Application Number	Status	Title	Publication /Issue Date   Filing Date
Inteplast	6543638	Issued	Methods and Means of	04/08/2003
Group	09808922		Dispensing T-Shirt Type Bags	03/15/2001
Corporation	8607380	Issued	Portable lightweight bed	12/17/2013
	13039115			03/02/2011
	8739474	Issued	Portable Shelter	05/14/2014
	13480142			05/24/2012
	D723383	Issued	Plastic Bag with Textured Strip	02/11/2015
	29466596		(Vertical)	09/11/2013
	9084444	Issued	Disposable gloves and glove	07/21/2015
	13113773		material compositions	05/23/2011
	9084445	Issued	Disposable gloves and glove	07/21/2015
	13233778		material compositions	09/15/2011
	9290290	Issued	Reusable Box Blank	03/22/2016
	14196388			03/04/2014
	D737524	Issued	Disposable Plastic Narrow-	08/25/2015
	29454444		Neck Glove	05/10/2013
	9199820	Pending	Produce Bag Dispenser with	12/01/2015
Tues alone	13998675	Issued	Unilateral Base and Guides  Calendered film of	11/20/2013
Inteplast Group Inc.	5820970	Issued	polypropylene resin	10/13/1998
Group Inc.	08866987	A 1 1 1		06/02/1997
	5750645 08644746	Abandoned	Process for the production of calendered film of polypropylene resin	05/12/1998 05/10/1996
	5464098 08310885	Abandoned	Method for manufacturing consecutively opened bag and bagging system	11/07/1995 09/22/1994
	5714547 08511696	Abandoned	Polymer blend composition for forming transparent polyethylene film	02/03/1998 08/04/1995
	5658644 08567747	Abandoned	Light weight board of improved mechanical strength and manufacture thereof	08/08/1997 12/05/1995
	9039590	Issued	Internally Reinforced Header	05/26/2015
	13368557		Bag	02/08/2012
Medegen	D414248	Issued	Sitz Bath Basin	09/21/1999
	29096901			11/23/1998

Entity	Publication /Registration Number   Application Number	Status	Title	Publication /Issue Date   Filing Date
Coroplast	8998072	Issued	Foldable Containers	04/07/2015
	13936928			07/06/2012
Minigrip	9193505	Issued	Reclosable Package or Bag with	11/24/2015
LLC	13892979		Audible Reclosure	05/14/2013

# SCHEDULE B to the Patent and Trademark Security Agreement

# Pending U.S. Patent Applications of the Grantor

Entity	Publication /Registration Number   Application Number	Status	Title	Publication /Issue Date   Filing Date
Inteplast Group	29522547	Pending	Film Dispenser for Use with Coreless Film Roll	03/31/2015
Corporation	62141050	Pending	Film Dispenser	03/31/2015
	US20130195385 13560221	Abandoned	Tamper/Child Resistant Bag	08/01/2013 07/27/2012
	29466591	Pending	Plastic Bag with Textured Strip (Horizontal)	09/10/2013
	29470764	Pending	Plastic Bag with Textured Strip (Vertical - T-Shirt Bag)	10/24/2013
	US20150139571 14084129	Pending	Co-ex Produce Bag with Grip Strips	05/21/2015 11/19/2013
	29477798	Pending	Plastic Bag with Color Strip	12/27/2013
	14665591	Pending	Plastic Food Portion Bag with Tacky Flap	03/21/2014
	14727206	Pending	Plastic Liner Bag with Drawstring	05/30/2014
	14802350	Pending	Bag with Re-sealable and Tearable Band	07/18/2014
	14812571	Pending	Plastic Bag with Sealable Slideable Zipper	07/31/2014
	14839211	Pending	Audible Slideable Zipper Bags	08/29/2014
	15011187	Pending	Bag with Gripping Panels	01/29/2015
	29516308	Pending	Gripping Panels for Use with Bag	01/30/2015
	29517803	Pending	Plastic Can Liner Film with Repeating Surface Pattern	02/17/2015
	14755861	Pending	Disposable gloves and glove material compositions (continuation)	09/15/2011
	29534588	Pending	Disposable Plastic Narrow-Neck Glove (Divisional)	05/10/2013

	62056970	Abandoned	Stretch Wrap Film Roll and Method of Manufacture	09/29/2014
	14264858	Pending	Reel Assembly (Push Lock)	04/29/2014
	29510366	Pending	Panel with Dual Layer Dimple Core	11/26/2014
	29510363	Pending	Panel with Dual Layer, Bidirectional, Dimple Core	11/26/2014
	14726201	Pending	Reusable Produce Container and Related Methods	05/30/2015
	62208288	Pending	Tearable Container Closure and Envelope Comprising Same	08/22/2015
	62232189	Pending	Recloseable Package, Recloseable Packaging Method, and Method of Using Recloseable Package	09/25/2015
	14928169	Pending	Receptacle Liner	10/30/2015
	14951134	Pending	Bag with Gripping Bands	11/24/2015
	62261076	Pending	Receptacle Liner	11/30/2015
	29550194	Pending	Plastic Bag with Internal Drawtape	12/30/2015
	29553292	Pending	Reclosable Bag with Tearable Header	01/29/2016
	15011194	Pending	Reclosable Header	01/29/2016
	15053399	Pending	Reusable Box Blank (Divisional)	02/25/2016
Medegen – Assigned to Inteplast Group Corporation	29512558	Pending	Luminescent Urinal Cap	12/19/2014
IEF LLC – Assigned to Inteplast Group Corporation	15047290	Pending	Sealant Film with Controlled Slip System	02/18/2015
Trinity – Assigned to Inteplast Group Corporation	29524204	Pending	T-Shirt Style Plastic Bag (J-Cut)	04/17/2015
Minigrip – Assigned to	62019177	Abandoned	Blown Film with Integral Profiles (ICD)	06/30/2014

Inteplast Group	14788274	Pending	Blown Film with Integral Profiles (ICD + BUR)	06/30/2014
Corporation	14925222	Pending	Breast Pump Adaptor and Method of Filling Bag	10/29/2014
	29507534	Pending	Adaptor for Securing a Bag to a Breast Pump	10/29/2014
Viam – Assigned to Inteplast Group	US20150072127 14485384	Pending	Multilayer Matte Biaxially Oriented Polypropylene Film with Ultra Low Seal Initiation Temperature	03/12/2015 09/12/2013
Corporation	14257367	Pending	Peelable, Non-sticky, Heat-Sealable Film for Packaging Fatty and Pasty Foods	04/21/2014
	14727254	Pending	Peelable, Puncture Resistant Film for Packaging	05/30/2014
	62187017	Pending	Vertical Packaging	06/30/2015
Coroplast – Assigned to	14680821	Allowed will be issued	Foldable Containers	04/07/2015
Inteplast Group Corporation	14815616	Pending	Bulk Bin	07/31/2015
Minigrip LLC	US20140331835 13892955	Pending	Apparatus for Manufacturing Reclosable Bag Material with Audible Closure	11/13/2014 5/14/2013
	14057800	Pending	Landing Rails for Freezer Bags	10/18/2013
	US20150110424 14058635	Pending	Hanging Milk Storage Bags	4/23/2015 10/21/2013
	US20130178793 13544523	Abandoned	Pump-to-Bottle Bag	07/11/2013 07/09/2012

# SCHEDULE C to the Patent and Trademark Security Agreement

# U.S. Trademarks of the Grantor

Entity	Country	App. No. or Reg. No.	Mark	App. Date / Reg. Date
Coroplast, LLC	Registered (United States)	1017649	COROPLAST	08/05/1975
	Registered (United States)	4195588	COROGREEN	08/12/2012
	Registered (United States)	3510604	COROPLAST	10/07/2008
	Registered (United States)	3790536	COROPLAST SMOOTH	05/18/2010
	Registered (United States)	4448406	STINGER	12/10/2013
Inteplast Corporation	Registered (United States)	1821267	AMTOPP	02/15/1994
	Registered (United States)	1815871	INTEGRATED BAGGING SYSTEMS	01/11/1994
	Registered (United States)	1821268	WORLD-PAK	02/15/1994
	Registered (United States)	3717811	BUILDERS OF LIGHT	12/01/2009
Inteplast Group Inc.	Registered (United States)	3661351	FLEXTRA	07/28/2009
	Registered (United States)	3781868	STURDI DEGRADABLES	04/27/2010
	Registered (United States)	4794677	STURDI	08/18/2015
	Registered (United States)	1675007	STURDI	02/11/1992
	Registered (United States)	2995219	GRIP 'N TIE	09/13/2005
Inteplast Group	Registered (United States)	4494351	VIAM	03/11/2014
Corporation	Registered (United States)	4540667	CORELESS	05/27/2014
	Registered (United States)	4455718	MEDI-FIT	12/24/2013
	Registered (United States)	4524189	FRESH-SAC	05/06/2014
	Registered (United States)	4489539	INTEPLAST PITT & Design	02/25/2014

Entity	Country	App. No. or Reg. No.	Mark	App. Date / Reg. Date
			INTEPLAST PITT	
	Registered (United States)	4646488	DUO-FIT	11/25/2014
	Registered (United States)	4460245	XTRATUFF	12/31/2013
	Registered (United States)	4744601	MEDPLAST	05/26/2015
	Application (United States)	86562540 4840810	P Design	03/12/2015 10/27/2015
	Application (United States)	86795593 4913830	SHARPS-TAINER	10/22/2015 03/08/2016
IP Moulding Inc.	Registered and Renewed (United States)	1910089	PRIME MOULDING	08/08/1995
	Registered (United States)	4540606	IP MOULDING	05/27/2014
Minigrip LLC	Registered (United States)	4884225	TEAR ZONE BIOHAZARD PELIGROSO &  Design	01/12/2016
	Registered (United States)	4553390	DELI FRESH & Design	06/17/2014
	Registered (United States)	4730709	BIOHAZARD PELIGROSO & Design	05/05/2015

Entity	Country	App. No. or Reg. No.	Mark	App. Date / Reg. Date
	Registered (United States)	4730708	TEARZONE & Design	05/05/2015
Trinity Plastics Inc.	Registered (United States)	2618021	STURDI	09/10/2002
	Registered (United States)	3202645	GRIP 'N' TIE	01/23/2007

# SCHEDULE D to the Patent and Trademark Security Agreement

# Pending U.S. Trademark Applications of the Grantor

Entity	Country	App. No.	Mark	App. Date / Reg. Date
Inteplast Group	Application (United States)	<b>Reg. No.</b> 86297864	MEDEGEN	06/02/2014
Corporation	Application (United States)	86353244	INTEPLAST HEALTHCARE	07/31/2014
	Application (United States)	86458761	INTEPLAST	11/19/2014
	Application (United States)	86708494	INTEPLAST BUILDING PRODUCTS	07/29/2015
	Application (United States)	86657853	ACTI-FEND	06/10/2015
	Application (United States)	86773091	TROPICAL BREEZE	9/30/2015
	Application (United States)	86808154	SCENT VENT	11/3/2015
	Application (United States)	86893486	CLEAN COTTON	02/01/2016
Minigrip LLC	Application (United States)	86362938	DOUBLE ZIPPER & Design	08/11/2014
	Application (United States)	86457703	Design only (Specimen Bag Bottom Lines)	11/18/2014
	Application (United States)	86457605	BIOHAZARD PELIGROSO FREEZE REFRIGERATE ROOM TEMPERATURE & Design	11/18/2014

Entity	Country	App. No.	Mark	App. Date / Reg. Date
		or Reg. No.		Date

**RECORDED: 04/29/2016** 

TRADEMARK REEL: 005781 FRAME: 0705