

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411300

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PRIMEX PLASTICS CORPORATION		01/03/2017	Corporation: NEW JERSEY

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	300 N. Meridian Street
Internal Address:	Suite 1600
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46204
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2938122	UHIPS
Registration Number:	2920932	DIGI-HIPS
Registration Number:	2871784	CLASSI-CARD
Registration Number:	3886846	VANISH
Registration Number:	3474834	PS-ABSOLVE
Registration Number:	3553808	BIOGRAPH.ICS
Registration Number:	4006477	PRIME BIOGREEN
Registration Number:	4045647	PRINT-X
Registration Number:	3474835	COOL-HIPS
Registration Number:	2058799	TEARTUF
Registration Number:	1046837	PRIME-COR-X

CORRESPONDENCE DATA

Fax Number: 3172371000

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: 317-237-1029

Email: tmindy@faegrebd.com,abe.shanehsaz@faegrebd.com,ashley.moore@faegrebd.com

Correspondent Name: Abe Jentry Shanehsaz

TRADEMARK

Address Line 1: 300 N. Meridian Street
Address Line 2: Suite 2700
Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER: 361176.32423

NAME OF SUBMITTER: Abe Jentry Shanehsaz

SIGNATURE: /Abe J. Shanehsaz/

DATE SIGNED: 01/05/2017

Total Attachments: 6

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PATENT AND TRADEMARK
SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of January 3, 2017, by PRIMEX PLASTICS CORPORATION, a New Jersey corporation ("Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Bank").

WHEREAS, Grantor is (or will be with respect to after acquired property) the legal and beneficial owner and the holder of the Patent Collateral and the Trademark Collateral;

WHEREAS, Grantor and Bank are parties to that certain Amended and Restated Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement") pursuant to which, among other things, Bank agreed to make certain loans and other financial accommodations to Grantor.

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement that, among other things: (a) Grantor enter into an Amended and Restated Security Agreement, dated as of the date hereof, in favor of Bank (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"); and (b) Grantor execute this Patent and Trademark Security Agreement in order to grant a security interest in favor of Bank to secure the Obligations as more fully set forth herein.

NOW, THEREFORE, to secure the prompt and complete payment and performance when due of the Obligations for the benefit of Bank and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all letters patent of the United States or any other country or jurisdiction, and all applications for letters patent of the United States or any other country or jurisdiction, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any other country or jurisdiction or any political subdivision thereof ("Patents"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, renewals, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent.

3. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Bank a continuing security interest in all of Grantor's rights, title and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, trade dress, service marks, designs, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or jurisdiction or any political subdivision thereof ("Trademarks"), including those referred to on Schedule II hereto;

(b) all renewals or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent and Trademark Security Agreement are granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Patent Collateral and 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.

[Signature on following page]

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

PRIMEX PLASTICS CORPORATION

By: _____
Michael Cramer, President

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Michael Cramer, the President of Primex Plastics Corporation, who acknowledged the execution of the foregoing Patent and Trademark Security Agreement on behalf of said company as its duly authorized representative.

Witness my hand and Notarial Seal this _____ day of December, 2016.

My Commission Expires: _____
Notary Public

My County of Residence: _____
(Printed Signature)

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:  _____
David W. O'Neal, Senior Vice President

Signature Page and Acknowledgement to
Patent and Trademark Security Agreement

SCHEDULE I
to
PATENT AND TRADEMARK SECURITY AGREEMENT
PATENT REGISTRATIONS

Patent	Reg. No.	Reg. Date
Pallet with fire retardant and method of manufacture	8,697,801	April 15, 2014
Apparatus and method for co-extruding multi color plastics	7,381,357	June 3, 2008
Apparatus and method for co-extruding multi color plastics	6,932,591	August 23, 2005
Coextruded multi color plastic sheets	6,863,967	March 8, 2005
Foamed thermoplastic material laminated with a sheet-like covering material	4,180,427	December 25, 1979
Shaped articles formed from thermoplastic sheeting containing sealed passageways	4,172,749	October 30, 1979

SCHEDULE II
to
PATENT AND TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Mark	Reg. No.	Reg. Date
UHIPS	2938122	April 5, 2005
DIGI-HIPS	2920932	January 25, 2005
CLASSI-CARD	2871784	August 10, 2004
VANISH	3886846	December 7, 2010
PS-ABSOLVE	3474834	July 29, 2008
BIOGRAPH.ICS	3553808	December 30, 2008
PRIME BIOGREEN	4006477	August 2, 2011
PRINT-X	4045647	October 25, 2011
COOL-HIPS	3474835	July 29, 2008
TEARTUF	2058799	May 6, 1997
PRIME-COR-X	1046837	August 24, 1976