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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

in v1.1 ETAS ID: TM467552

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Tekni-Plex, Inc.		03/01/2018	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		

#### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark	
Serial Number:	87666513	DOLCO	
Serial Number:	87703583	GALLAZZI	
Registration Number:	5336940	DUAL-GARD	
Registration Number:	5341411	LIPOPATH	
Registration Number:	5341130	TRI-VIN	

#### **CORRESPONDENCE DATA**

**Fax Number:** 2127352000

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:** 212-735-2811

**Email:** mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square
Address Line 2: Monique L. Ribando

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2795
NAME OF SUBMITTER:	Victoria Hines
SIGNATURE:	/Victoria Hines/
DATE SIGNED:	03/28/2018

TRADEMARK REEL: 006302 FRAME: 0637

# **Total Attachments: 5**

source=Trademark Security Agreement (Tekni-Plex)#page1.tif source=Trademark Security Agreement (Tekni-Plex)#page2.tif source=Trademark Security Agreement (Tekni-Plex)#page3.tif source=Trademark Security Agreement (Tekni-Plex)#page4.tif source=Trademark Security Agreement (Tekni-Plex)#page5.tif

TRADEMARK REEL: 006302 FRAME: 0638

#### TRADEMARK SECURITY AGREEMENT

#### (Trademarks and Trademark Licenses)

TRADEMARK SECURITY AGREEMENT, dated as of March 1, 2018, between TEKNI-PLEX, INC., a Delaware corporation (the "Grantor"), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent.

WHEREAS, the Grantor owns, or in the case of Trademark Licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Trident Intermediate, Inc., a Delaware corporation ("Holdings"), Trident TPI Holdings, Inc., a Delaware corporation (the "Borrower"), certain Subsidiaries party thereto from time to time, the Lenders party thereto and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent and Administrative Agent, are parties to a Credit Agreement, dated as of October 17, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, pursuant to (i) a Security Agreement, dated as of October 17, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the Guarantors party thereto and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor secures the Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement:

The Grantor hereby grants to the Grantee, to secure the Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

- (i) each United States Trademark constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
  - (ii) rights to sue for past, present or future infringements of the foregoing;
- (iii) each Trademark License constituting Recordable Intellectual Property to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iv) all Proceeds of and revenues from any of the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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 of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature Pages Follow]

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

TEKNI-PLEX, INC.

By:

Name: David Waksman

Title: SVP, Chief Legal Officer and Secretary

# Acknowledged:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,

as Collateral Agent

Ву:

Name: Vipul Dhadda Title: Authorized Signatory

Ву:

Name: Joan Park
Title: Authorized Signatory

# Schedule 1 to Trademark Security Agreement

# TEKNI-PLEX, INC.

# TRADEMARKS

Title	Filing Date/Issued Date	Status (Application/Registered)	Application/Registration No.
DOLCO	October 31, 2017	Pending	87666513
GALLAZZI	November 31, 2017	Pending	87703583
DUAL-GARD	November 14, 2017	Registered	5336940
LIPOPATH	November 21, 2017	Registered	5341411
TRI-VIN	November 21, 2017	Registered	5341130

TRADEMARK LICENSES

None.

TRADEMARK REEL: 006302 FRAME: 0643

**RECORDED: 03/28/2018**