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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM484028

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PlastiComp, Inc.		07/30/2018	Corporation: MINNESOTA

RECEIVING PARTY DATA

Name:	Wells Fargo Capital Finance, LLC, as Administrative Agent
Street Address:	One Boston Place
Internal Address:	20th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3775265	PUSHTRUSION
Registration Number:	3775264	D-GMT
Registration Number:	3017971	COMPLET
Registration Number:	3831603	PLASTICOMP
Registration Number:	4629953	VELOCITY

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.

Phone: 3128637141

Email: kristen.lange@goldbergkohn.com

Correspondent Name: Kristen N. Lange, Paralegal c/o Goldberg Kohn Ltd.

Address Line 2: 55 E. Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.334	
NAME OF SUBMITTER:	Kristen N. Lange	
SIGNATURE:	/kristenlange/	
DATE SIGNED:	07/31/2018	

TRADEMARK REEL: 006397 FRAME: 0919

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Total Attachments: 5 source=Trademark Security Agreement-ABL#page1.tif source=Trademark Security Agreement-ABL#page2.tif

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TRADEMARK REEL: 006397 FRAME: 0920

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of July 30, 2018, by PLASTICOMP INC. (the "Pledgor"), in favor of WELLS FARGO CAPITAL FINANCE, LLC, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, as of the date hereof the Pledgor is joining as a party to the Security Agreement dated December 21, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the grantors party thereto in favor of the Administrative Agent, and in connection therewith the Pledgor is required to execute and deliver this Trademark Security Agreement;

Now, THEREFORE, in consideration of the premises, the Pledgor hereby agrees with the Administrative Agent as follows:

- Section 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.
- Section 2. <u>Grant of Security Interest in Trademark Collateral</u>. As collateral security for the payment and performance in full of all the Obligations, the Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties, a lien on and security interest in all of the right, title and interest of the Pledgor in, to and under the following Collateral, wherever located, whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"):
- (a) the registered or applied for Trademarks of the Pledgor listed on Schedule I attached hereto;
 - (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing, including the Proceeds of any claim by the Pledgor against third parties for past, present or future (i) infringement or dilution of any such Trademark, (ii) injury to the Goodwill associated with any Trademark, and (iii) right to receive license fees, royalties, and other compensation for any such Trademark.

Notwithstanding anything to the contrary contained herein, the security interest created by this Trademark Security Agreement shall not extend to, and the term "Trademark Collateral" shall not include, any Excluded Property.

Section 3. <u>Security Agreement</u>. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest

TRADEMARK REEL: 006397 FRAME: 0921 granted to the Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in 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. In the event that any provision of this Trademark Security Agreement is deemed to be inconsistent with or in conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. <u>Termination</u>. Upon payment in full of the Obligations in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

Section 5. <u>Counterparts.</u> This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of any executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

Section 6. <u>Governing Law.</u> This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[SIGNATURE PAGE FOLLOWS]

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

Very truly yours,

PLASTICOMP, INC.

Name: Janzes Sloan

Title: Chief Financial Officer and Treasurer

AGREED TO AND ACCEPTED:

WELLS FARGO CAPITAL FINANCE, LLC, as

Administrative Agent

Name: Jonathan Boynton

Title: Authorized Signatory

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SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Description	Status	Registration No.	Application No.
PUSHTRUSION	US Registered Mark	3,775,265	77/354432
D-GMT	US Registered Mark	3,775,264	77/354312
COMPLET	US Registered Mark	3017971	78/491750
PLASTICOMP	US Registered Mark	3831603	77/907,948
VELOCITY	US pending application	4,629,953	86/173,798

NAI-1503840233v2

RECORDED: 07/31/2018

TRADEMARK REEL: 006397 FRAME: 0925