

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483298

| | | | |
|---|---|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Indevco Plastics, Inc | | 07/20/2018 | Corporation: DELAWARE |
| Specialty Coating & Laminating, LLC | | 07/20/2018 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Manufacturers and Traders Trust Company | | |
| Street Address: | 25 South Charles Street | | |
| City: | Baltimore | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 21201 | | |
| Entity Type: | State Member Bank: UNITED STATES | | |
| PROPERTY NUMBERS Total: 12 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87551649 | GREENCOAT | |
| Serial Number: | 87551638 | BLUECOAT | |
| Serial Number: | 86657558 | DIGIPOLY | |
| Registration Number: | 4863098 | HAPPIES AQUA | |
| Registration Number: | 5205327 | INDEVCO PLASTICS | |
| Registration Number: | 4673097 | GIPSY | |
| Registration Number: | 4673095 | BABY DREAMS | |
| Registration Number: | 4673094 | HAPPIES | |
| Registration Number: | 4673093 | ELEGANCE | |
| Registration Number: | 4432224 | | |
| Registration Number: | 3887616 | GREENCOAT | |
| Registration Number: | 4997411 | BARRICADE EXTREME | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2158325619 | | |
| <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: | 215-569-5619 | | |
| Email: | pecsenye@blankrome.com | | |
| TRADEMARK | | | |

OP \$315.00 87551649

Correspondent Name: Timothy D. Pecsénye
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 106896-01019

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 07/25/2018

Total Attachments: 17

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source=IP Security Agreement (M&T- Indevco Plastics)#page17.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of July 20, 2018, is made by, INDEVCO PLASTICS, INC., a Delaware corporation, SPECIALTY COATING & LAMINATING, LLC, a Delaware limited liability company (collectively the "**Grantors**" and each a "**Grantor**"), in favor of MANUFACTURERS AND TRADERS TRUST COMPANY ("**Lender**").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of even date herewith among Grantors, INDEVCO PLASTICS - LONGVIEW LLC, a Delaware limited liability company ("**IPL**"), each of the Subsidiaries and Affiliates of Grantors and IPL joined to the Loan Agreement (as defined below) as a Borrower from time to time (together with Grantors and IPL, collectively the "**Borrowers**" and each a "**Borrower**"), and Lender (as amended, amended and restated, supplemented, or replaced from time to time, the "**Loan Agreement**"), Lender has made and/or will in the future make certain extensions of credit to Grantors thereunder upon the terms and subject to the conditions set forth therein. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Loan Agreement.

WHEREAS, pursuant to such Loan Agreement, each Grantor has granted to Lender, security interests in and to and Liens on substantially all of each Grantor's assets, including without limitation all of each Grantor's Intellectual Property and specifically including all of each Grantor's registered patents, trademarks and copyrights and all of each Grantor's filed patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the "**Registered Intellectual Property**"); and

WHEREAS, each Grantor has agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Lender's Liens in the Registered Intellectual Property.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements provided for herein and in the Loan Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by any Grantor in any Collateral under the Loan Agreement or any Other Document, to secure the prompt payment and performance of all of the Obligations under the Loan Agreement, each Grantor hereby assigns, pledges and grants to Lender, for its benefit, a continuing security interest in and to and Lien on all of each Grantor's right, title and interest in, to and under the following Collateral of each Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "**Intellectual Property Collateral**"):

(a) all of its registered copyrights and filed copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all of its registered trademarks and filed trademark applications, including, without limitation, those referred to on Schedule 2 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its registered/issued patents and filed patent applications, without limitation, those referred to on Schedule 3 hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by any Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of any Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of any Grantor; and

(f) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until such time as the Obligations are indefeasibly paid in full and the obligations of Lender to make extensions of credit to each Grantor under the Loan Agreement or any Other Document is terminated.

Notwithstanding anything contained in this Agreement or any of the Other Documents to the contrary, the term "Intellectual Property Collateral" shall not include any lease, license or other agreement in each case, to the extent permitted under the Loan Agreement and to the extent that a grant of a security interest in such lease, license or other agreement would require a third party consent that would violate or invalidate such lease, license or agreement or create a right of termination in favor of any other party thereto (other than a Loan Party) unless such consent has been obtained (unless such consent would be rendered ineffective with respect to the creation of such security interest pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction); provided, however, that the foregoing shall constitute "Intellectual Property Collateral" immediately at such time as the contractual prohibition shall no longer be applicable

and to the extent severable, such security interest shall attach immediately to any portion of such lease, license or agreement not subject to the prohibitions specified above, provided, further that the foregoing exclusions shall not include any proceeds of any such lease, license or agreement or similar arrangement or any goodwill associated with any Grantor's trademarks.

Section 2. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Lender pursuant to the Loan Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interests and Liens in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and each Grantor hereby authorizes Lender to file and record a copy of this Agreement, with the United States Patent and Trademark Office and United States Copyright Office, as applicable.

Section 4. Grantors Remain Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, each Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Intellectual Property subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that promptly upon the acquisition by any Grantor of any new Registered Intellectual Property Collateral (including any registration or issuance of any patent, trademark or copyright arising out of any filed patent application, trademark application or copyright application previously listed on Schedule 1 hereto or the Schedule to any other Supplement delivered to Lender in accordance with this paragraph), such Grantor shall, concurrently with the next scheduled delivery of a Compliance Certificate under Section 10.3 or 10.4 of the Loan Agreement following acquisition of such new Registered Intellectual Property, deliver to Lender a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired Registered Intellectual Property on Schedule I thereto, pursuant to which such Grantor shall reconfirm the grant of a security interest in such newly acquired Registered Intellectual Property Collateral to Lender, for its benefit, to secure the Obligations. Each such Supplement is intended by the parties to be filed, and each Grantor hereby authorizes Lender to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by any Grantor, and without limiting the generality of the provisions of Section 1 hereof above, each Grantor hereby confirms and agrees that any and all such after-acquired Registered Intellectual Property Collateral, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that any Grantor acquires any such new Registered Intellectual Property but such Grantor fails for whatever reason to promptly deliver a Supplement pursuant to this Section 5, each Grantor hereby authorizes Lender, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of any Grantor an applicable Supplement with respect to such newly acquired Registered Intellectual Property, arising and/or

acquired and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Each Grantor hereby represents and warrants to Lender that Schedule 1 sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by each Grantor as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Loan Agreement shall constitute an “Event of Default” under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Lender, in addition to all other rights, options, and remedies granted to Lender under the Loan Agreement or any Other Document, or otherwise available to Lender at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Lender under the Loan Agreement or any Other Document, each Grantor hereby authorizes Lender, its successors and assigns, and any officer, employee, attorney or agent thereof, as each Grantor’s true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of each Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Lender may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Intellectual Property Collateral provided for herein and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, in the name of and on behalf of each Grantor and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 7 of this Agreement above, to execute and endorse on behalf of and in the name of any Grantor any assignment, bill of sale or similar document or instrument which Lender may deem necessary or desirable in order for Lender to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, in the name of and on behalf of each Grantor any such assignment or bill of sale or other document executed by Lender, its successors and assigns, and any officer, employee, attorney or Lender thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done (except in the case of gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final non-appealable judgment) by virtue hereof and in accordance with the terms hereof and of the Loan Agreement and the Other Documents. This power of attorney is coupled with an interest and is and shall be irrevocable until the Obligations secured hereby have been paid and satisfied in full (other than contingent indemnification obligations for which claims have not yet been asserted) and the Loan Agreement has been terminated.

Section 9. Termination. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the Intellectual Property Collateral will revert to the applicable Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all of the Obligations (other than contingent

indemnification obligations for which claims have not been asserted) secured hereby unconditionally and indefeasibly and (b) the termination of the Loan Agreement. Upon any such termination, Lender (at each Grantor's request and sole expense) will promptly execute and deliver to such Grantor such documents as such Grantor may reasonably request and as are provided to the Lender to evidence such termination.

Section 10. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

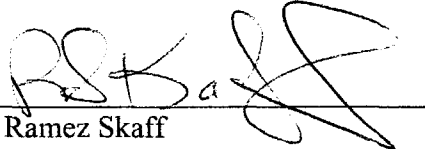
Section 11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York (including Sections 5-1401 and 5-1402 of the New York General Obligations Law, but excluding all other choice of law and conflicts of law rules). Without limiting the generality of the general incorporation of the Loan Agreement herein provided for above, the provisions of Section 15.1 of the Loan Agreement (Governing Law), Section 15.4 of the Loan Agreement (Indemnity), Section 15.5 of the Loan Agreement (Notice), Section 15.6 of the Loan Agreement (Survival), Section 15.8 of the Loan Agreement (Expenses), Section 15.9 of the Loan Agreement (Injunctive Relief) and Section 13 of the Loan Agreement (Waivers and Judicial Proceedings) are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantors and Lender, and their respective successors and assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Lender.

[Signature Pages Follow]

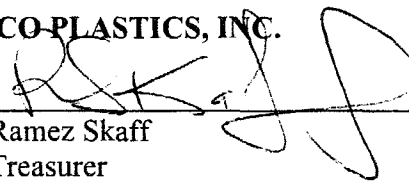
In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

**SPECIALTY COATING & LAMINATING,
LLC**

By: 
Name: Ramez Skaff
Title: Treasurer

INDEVCO PLASTICS, INC.

By: 
Name: Ramez Skaff
Title: Treasurer

ACCEPTED AND AGREED
as of the date first above written:

MANUFACTURERS AND TRADERS TRUST COMPANY

By: _____
Name: Kevin Mahon
Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

**SPECIALTY COATING & LAMINATING,
LLC**

By: _____

Name: Ramez Skaff

Title: Treasurer

INDEVCO PLASTICS, INC.

By: _____

Name: Ramez Skaff

Title: Treasurer

ACCEPTED AND AGREED
as of the date first above written:

MANUFACTURERS AND TRADERS TRUST COMPANY

By: _____

Name: Kevin Mahon

Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

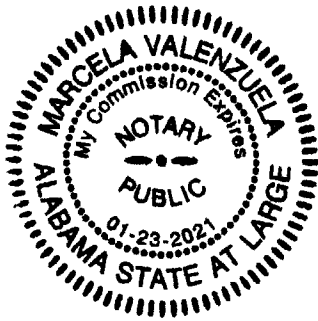
Acknowledgment of Grantor

STATE OF Alabama
COUNTY OF Barbour) ss

On this 10 day of July, 2018 before me personally appeared RAYEZ SANTI, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **SPECIALTY COATING & LAMINATING, LLC**, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.



Notary Public



[NOTARY PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**Schedule 1
to
Intellectual Property Security Agreement**



COPYRIGHTS

1. Grantors' copyrights:

Schedule 2
to
Intellectual Property Security Agreement

TRADEMARKS

1. Grantors' trademarks:

| Description | Country of Registration or Application | Loan Party | Registration Number (Application Number) | Registration Date (Application Date) |
|---|---|--------------------------------------|---|---|
| GREENCOAT | United States of America | Indevco Plastics, Inc. | (87551649) | (08/01/2017) |
| BLUECOAT | United States of America | Indevco Plastics, Inc. | (87551638) | (08/01/2017) |
| DIGIPOLY | United States of America | Indevco Plastics, Inc. | (86657558) | (06/10/2015) |
| HAPPIES AQUA | United States of America | Indevco Plastics, Inc. | 4863098 | 12/1/2015 |
|  | United States of America | Indevco Plastics, Inc. | 5205327 | 05/16/2017 |
| GIPSY | United States of America | Indevco Plastics, Inc. | 4673097 | 01/13/2015 |
| BABY DREAMS | United States of America | Indevco Plastics, Inc. | 4673095 | 01/13/2015 |
| HAPPIES | United States of America | Indevco Plastics, Inc. | 4673094 | 01/13/2015 |
| ELEGANCE | United States of America | Indevco Plastics, Inc. | 4673093 | 01/13/2015 |
| | | | | |
|  | United States of America | Indevco Plastics, Inc. | 4432224 | 11/12/2013 |
| GREENCOAT | United States of America | Indevco Plastics, Inc. | 3887616 | 12/7/2010 |
| BARRICADE EXTREME | United States of America | Specialty Coating & Laminating, LLC. | 4997411 | 07/12/2016 |

**Schedule 3
to
Intellectual Property Security Agreement**

PATENTS

1. Grantors' patents and patent applications:

| Application Number | Patent Number | Issue or Registration Date | Title | Inventors | Owner | Country |
|--------------------|---------------|----------------------------|--|----------------------------|------------------------|---------|
| 12/320,429 | 8,455,068 | 36/04/13 | POULTRY BOX (GREENCOAT I) | Bugas, Nykwest, Stoltzmann | Indevco Plastics, Inc. | US |
| 13/507,874 | 8,551,585 | 10/08/13 | POULTRY BOX (GREENCOAT II) | Bugas, Nykwest, | Indevco Plastics, | US |
| 13/987181 | 8,802,205 | 38/12/14 | CORRUGATED WATER RESISTANT BOX (GREENCOAT V) | Bugas, Nykwest, Stoltzmann | Indevco Plastics, Inc. | US |
| 14/545,428 | | | PROCESS FOR MAKING REPULPABLE CORRUGATED 30X (GREENCOAT V) | Bugas, Nykwest, Stoltzmann | Indevco Plastics, Inc. | US |
| 13/815,398 | 9,701,437 | 37/11/17 | REPULPABLE CORRUGATED 30X AND PROCESS FOR MAKING SAME (GREENCOAT II) | Bugas, Nykwest, Stoltzmann | Indevco Plastics, Inc. | US |
| 15/186,857 | | | LAMINATED MOISTURE RESISTANT POULTRY BOX ANC PROCESS (BLUECOAT) | Frem, Osta, Njeim, Scif | Indevco Plastics, Inc. | US |
| 15/374,198 | | | RECYCLABLE LEAK RESISTANT CORRUGATED BOX | Bugas | Indevco Plastics, Inc. | US |
| 15/423,252 | | | FOOD TRAY AND | Harmon | Indevco | US |

| | | | | | | | | |
|---------|--|--|--|--|-------|--|---------------------------|--------|
| 2917677 | | | | PROCESS FOR MAKING SAME | | | Plastics, Inc. | |
| | | | | RECYCLABLE LEAK RESISTANT CORRUGATED BOX (Canada) | Bugas | | Indevco Plastics, Inc. | Canada |

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") made as of this ___ day of _____, by [_____] ("Grantor"), with an address at [_____] in favor of MANUFACTURERS AND TRADERS TRUST COMPANY ("Lender"), with an address at 25 South Charles Street, Baltimore, MD 21201:

W I T N E S S E T H

WHEREAS, Grantor and Lender are parties to a certain Intellectual Property Security Agreement dated as of _____, 2018 (as the same heretofore may have been and hereafter may be amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations Lender, Grantor has assigned, pledged and granted to Lender, for its benefit, a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, Grantor has agreed that upon the acquisition by Grantor of any new Registered Intellectual Property, Grantor shall deliver to Lender a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantor shall reconfirm the grant by it of a security interest in all such newly acquired Registered Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by Grantor in any Collateral under the Loan Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Lender, Grantor hereby assigns, pledges and grants to Lender, for its benefit, a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantor agrees that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantor hereby authorizes Lender to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

2. Representations and Warranties. Grantor hereby represents and warrants to Lender that Schedule I hereto sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof.

3. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Page]
[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantor has duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTOR:

[_____]

By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

MANUFACTURERS AND TRADERS TRUST COMPANY

By: _____

Name:

Title:

[Signature Page to IP Security Agreement – Supplement Date _____]

SCHEDULE I TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED

106896.01019/109522503v.2

RECORDED: 07/25/2018

TRADEMARK
REEL: 006415 FRAME: 0198