

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488125

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mercury Plastics, Inc.		07/17/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	East West Bank		
Street Address:	535 Madison Avenue, 8th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	1849862	POLYMAIL	
Registration Number:	2193888	DURALITE ENVELOPE	
Registration Number:	1697598	DURALITE MAILER	
Registration Number:	1800681	ENVIRO-TUFF	
Registration Number:	1934256	THE ALMOST FOREVER ENVELOPE	
Registration Number:	1443126	GENUINE RIGUR	
Registration Number:	1443127	RIGUR	
Registration Number:	2257235	PROLITE SHIPPER	
Registration Number:	5060771	MIGHTY LITE MAILER	
Registration Number:	5042674	RESILIENCE	
Registration Number:	4139551	IN GREEN WE TRUST	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	emily.klump@clarivate.com		
Correspondent Name:	Kerryanne McHugh		
Address Line 1:	7 Times Square		
Address Line 2:	Pryor Cashman LLP		
Address Line 4:	New York, NEW YORK 10036		

OP \$290.00 1849862

TRADEMARK

NAME OF SUBMITTER:	Emily Klump
SIGNATURE:	/Emily Klump/
DATE SIGNED:	08/30/2018
Total Attachments: 7 source=IP Security Agreement - USPTO Recording 8.30.2018#page1.tif source=IP Security Agreement - USPTO Recording 8.30.2018#page2.tif source=IP Security Agreement - USPTO Recording 8.30.2018#page3.tif source=IP Security Agreement - USPTO Recording 8.30.2018#page4.tif source=IP Security Agreement - USPTO Recording 8.30.2018#page5.tif source=IP Security Agreement - USPTO Recording 8.30.2018#page6.tif source=IP Security Agreement - USPTO Recording 8.30.2018#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of July 18, 2018, is made by and between MERCURY PLASTICS, INC., a corporation formed under the laws of the State of California (the “**Grantor**”) in favor of EAST WEST BANK (the “**Agent**”), as agent for the Lenders under the Loan Agreement referred to below (the “**Secured Parties**”).

WHEREAS, the Grantor has entered into a Revolving Credit and Security Agreement dated as of the date hereof (the “**Loan Agreement**”), with Mercury Plastics of Canada Inc., the financial institutions from time to time party thereto (the “**Lenders**”) and the Agent.

WHEREAS, under the terms of the Loan Agreement, the Grantor has granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the “**IP Collateral**”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”);

(b) all rights of any kind whatsoever of Grantor accruing under the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Trademarks to record and register this IP Security Agreement upon request by the Agent.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Agent with respect to the IP Collateral are as

provided by the Loan Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

ACKNOWLEDGMENT

A notary public or other officer, completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

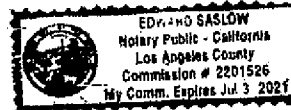
State of California
County of LOS ANGELES)

On JUN 17, 2018 before me, Edward Saslow, a Notary, personally appeared BENJAMIN ARMY DEUTSCH, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Edward Saslow



(Seal)

SCHEDULE 1
TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
POLYMAIL	USPTO	1,849,862	August 16, 1994
DURALITE ENVELOPE	USPTO	2,193,888	October 6, 1998
DURALITE MAILER	USPTO	1,697,598	June 30, 1992
ENVIRO-TUFF	USPTO	1,800,681	October 26, 1993
THE ALMOST FOREVER ENVELOPE	USPTO	1,934,256	November 7, 1995
GENUINE RIGUR & DESIGN	USPTO	1,443,126	June 16, 1987
RIGUR	USPTO	1,443,127	June 16, 1987
PROLITE SHIPPER	USPTO	2,257,235	June 29, 1999
MIGHTY LITE MAILER	USPTO	5,060,771	October 11, 2016
RESILIENCE	USPTO	5,042,674	September 13, 2016
IN GREEN WE TRUST	USPTO	4,139,551	May 8, 2012

Trademark Applications

None

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Mercury Plastics, Inc.

- Individual(s)
- Partnership
- Corporation- State: California
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 17, 2018

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: East West Bank

Street Address: 535 Madison Avenue, 8th Floor

City: New York

State: New York

Country: United States Zip: 10022

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____
Attached on Schedule 1 of the Intellectual Property Security Agreement

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Intellectual Property Security Agreement

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Kerryanne McHugh

Internal Address: _____

Street Address: Pryor Cashman LLP
7 Times Square

City: New York

State: New York Zip: 10036

Phone Number: 212-303-0566

Docket Number: _____

Email Address: kmchugh@pryorcashman.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Kerryanne McHugh

August 30, 2018

Signature

Date

Kerryanne McHugh

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

RECORDED: 08/30/2018

REEL: 006425 FRAME: 0297