

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499146

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thermoforming Systems, LLC		11/21/2018	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	The Bank of Nova Scotia		
Street Address:	GWO - Loan Operations, 720 King Street West, 2nd Floor		
Internal Address:	Attention: US Agency Loan Operations		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5V2T3		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2924334	LOW FLEX	
Registration Number:	2980759	TSL	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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:	212 728 8000		
Email:	ipdept@willkie.com		
Correspondent Name:	James Cheng c/o Willkie Farr & Gallagher		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	110467.00028 J. Cheng		
NAME OF SUBMITTER:	James Cheng		
SIGNATURE:	/James Cheng/		
DATE SIGNED:	11/21/2018		
Total Attachments: 4			
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TRADEMARK COLLATERAL AGREEMENT

This 21st day of November, 2018, **THERMOFORMING SYSTEMS, LLC**, a Washington limited liability company (“*Debtor*”), with its principal place of business and mailing address at 1601 West Pine St., Union Gap, Washington 98903, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to The Bank of Nova Scotia, (“*Scotia Capital*”), with its mailing address c/o GWO – Loan Operations, 720 King Street West, 2nd Floor, Toronto, Ontario, Canada, M5V2T3 (Attention: US Agency Loan Operations), acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and their successors and assigns (Scotia Capital acting as such administrative agent and any successor(s) or assign(s) to Scotia Capital acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

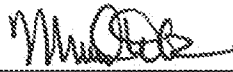
to secure the payment and performance of all Secured Obligations of the Debtor as set out in that certain Security Agreement dated December 23, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), by and among the Debtor, the other Debtors from time to time party thereto, and the Agent, as the same may be amended, restated, supplemented or otherwise modified from time to time.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate to create a security interest in favor of Agent in an “intent-to-use” trademark as collateral security for the Secured Obligations at any time prior to the first use thereof, by the recording of a Statement of Use or amendment to allege use with the United States Patent and Trademark Office. At any time after the first use thereof, such an application shall cease to be exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

THERMOFORMING SYSTEMS, LLC, a
Washington limited liability company

By: 
Name: MROE
Title: MANAGER

[Signature Page to Trademark Collateral Agreement]


TRADEMARK
REEL: 006487 FRAME: 0307

Accepted and agreed to as of the date first above written.

THE BANK OF NOVA SCOTIA, as Agent

By: 

Name: Clement Yu
Title: Director

By: 

Name: Ryan Moon
Title: Analyst

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

Trademark	Reg. No. / Ser. No	Filing Date / Registration Date	Next Action
LOW FLEX [®]	2,924,334 78/261836	June 12, 2003 February 1, 2005	20 year trademark renewal due February 1, 2024
TSL [®]	2,980,759 78/262418	June 13, 2003 August 2, 2005	20 year trademark renewal due August 2, 2024