

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512367

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
rePlanet Holdings, Inc.		10/19/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	2450 Colorado Ave., Suite 3000W		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5649464	DO MORE THAN RECYCLE	
Registration Number:	5612146	EVERY BOTTLE COUNTS	
Registration Number:	5612137	EARN. REDEEM. GIVE.	
Registration Number:	5601557	GET REDEEMED	
Registration Number:	5078683	CREATING REAL VALUE	
Registration Number:	5078682	CREATE REAL VALUE	
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>			
Phone:	3122014000		
Email:	kristina.bunker@goldbergkohn.com		
Correspondent Name:	Goldberg Kohn Ltd. c/o Kristina Bunker		
Address Line 1:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Kristina Bunker		
SIGNATURE:	/kb/		
DATE SIGNED:	03/01/2019		
Total Attachments: 8			

OP \$165.00 5649464

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 19th day of October 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 19, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **REPLANET HOLDINGS, INC.**, a Delaware corporation, as parent ("Parent"), **REPLANET FINANCING, LLC**, a Delaware limited liability company ("Financing"), **REPLANET HOLDINGS, LLC**, a Delaware limited liability company ("Holdings"), **REPLANET PACKAGING, LLC**, a Delaware limited liability company ("Packaging"), **ABSOLUTE PLASTICS, LLC**, a Delaware limited liability company ("Absolute"), and **PENNY PLATE, LLC**, a Delaware limited liability company ("Penny Plate"; Financing, Holdings, Packaging and Absolute, together with Penny Plate, collectively "Borrowers" and individually a "Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of October 19, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any outbound Intellectual Property License with respect to any Trademark.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, / AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, / AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

ABSOLUTE PLASTICS, LLC, a Delaware limited liability company

By: Michael Lerasis
Name: Michael Lerasis
Title: Vice President

REPLANET HOLDINGS, INC., a Delaware corporation

By: Michael Lerasis
Name: Michael Lerasis
Title: Vice President


PENNY PLATE, LLC, a Delaware limited liability company

By: Michael Lerasis
Name: Michael Lerasis
Title: Vice President

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association**

By: 
Name: Nicholas Py
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Absolute Plastics, LLC	United States	SERVING TODAY ... PRESERVING TOMORROW	4161744	06/19/12
Absolute Plastics, LLC	United States	FREE A TREE	4010036	08/09/11
Absolute Plastics, LLC	United States	FREE A TREE	4006902	08/02/11
rePlanet Holdings, Inc.	United States	IT PAYS TO RECYCLE	86/558,616	03/10/15
rePlanet Holdings, Inc.	United States	REPLANET	4320506	04/16/13
rePlanet Holdings, Inc.	United States	[Design Only]	2685819	02/11/03
rePlanet Holdings, Inc.	United States	DO MORE THAN RECYCLE. REPLANET	2636403	10/15/02
Penny Plate, LLC	United States	PENNY PLATE	3983182	06/28/11
Penny Plate, LLC	United States	ALFOIL	0836502	10/10/67

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses

SUPPLEMENTAL SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

(Supplemented Pursuant to Paragraph 5 of the Trademark Security Agreement)

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
rePlanet Holdings, Inc.	United States	DO MORE THAN RECYCLE	5649464	01/08/2019
rePlanet Holdings, Inc.	United States	EVERY BOTTLE COUNTS	5612146	11/20/2018
rePlanet Holdings, Inc.	United States	EARN. REDEEM. GIVE.	5612137	11/20/2018
rePlanet Holdings, Inc.	United States	GET REDEEMED	5601557	11/06/2018
rePlanet Holdings, Inc.	United States	CREATING REAL VALUE	5078683	11/08/2016
rePlanet Holdings, Inc.	United States	CREATE REAL VALUE	5078682	11/08/2016