

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514478

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Polychem Corporation		03/15/2019	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	BNP Paribas, as Administrative Agent		
Street Address:	787 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Société Anonyme (Sa): FRANCE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3188529	COME TO THE SOURCE	
Registration Number:	3284124		
Registration Number:	3179020	ECONOBAND	
Registration Number:	4552653	ECONOBOARD	
Registration Number:	4557001	EDGEARMOR	
Registration Number:	2373446	EVERGREEN PLASTICS	
Registration Number:	2480338	EVERGREEN PLASTICS LTD.	
Registration Number:	3207121	FLEXBAND	
Registration Number:	4639735	MEGABAND	
Registration Number:	3188528	POLYCHEM	
Registration Number:	3346568	POLYCHEM PLASTIC STRAPPING SYSTEMS	
Registration Number:	4379619	SECURE YOUR FUTURE	
Registration Number:	1884161	STERLING PACKAGING SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		

OP \$340.00 3188529

Address Line 1: 355 South Grand Avenue
Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER: 049018-0112

NAME OF SUBMITTER: Rhonda DeLeon

SIGNATURE: /Rhonda DeLeon/

DATE SIGNED: 03/15/2019

Total Attachments: 4

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Polychem Corporation, an Ohio corporation (“**Grantor**”), owns and in the future may acquire various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Polychem Acquisition, LLC, a Delaware limited liability company (“**Company**”) has entered into a Credit Agreement, dated as of March 15, 2019 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) with the financial institutions named therein (collectively, together with their respective successors and permitted assigns party to the Credit Agreement from time to time, the “**Lenders**”), and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, “**Secured Party**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company and Subsidiary Guarantors may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Lender Swap Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, “**Swap Counterparties**”); and

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of March 15, 2019 (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the “**Guaranty**”) in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company and Subsidiary Guarantors under the Credit Agreement and the other Loan Documents and all obligations of Company and Subsidiary Guarantors under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of March 15, 2019 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Company, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral as hereinafter defined;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the United States trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon, all common law and other rights (but in no event any of the obligations) in and to the Trademarks, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

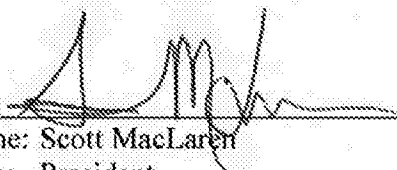
Notwithstanding anything to the contrary herein, any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor’s “intent to use” such trademarks or service marks shall not be included in the Trademark Collateral unless and until the filing of a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted by the United States Patent and Trademark Office, whereupon such applications shall be automatically subject to the security interest granted herein and deemed included in the Trademark Collateral.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

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

POLYCHEM CORPORATION

By: 
Name: Scott MacLaren
Title: President

[Signature Page to Grant of Trademark Security Interest]

TRADEMARK
REEL: 006592 FRAME: 0063

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

Owner: Polychem Corporation

Trademark	Application No. Filing Date	Registration No. Registration Date
COME TO THE SOURCE	76641355 22-JUN-2005	3188529 26-DEC-2006
Design Only 	76641344 22-JUN-2005	3284124 28-AUG-2007
ECONOBAND	76641356 22-JUN-2005	3179020 05-DEC-2006
ECONOBOARD	85845893 11-FEB-2013	4552653 17-JUN-2014
EDGEARMOR	85879827 19-MAR-2013	4557001 24-JUN-2014
EVERGREEN PLASTICS	75432615 11-FEB-1998	2373446 01-AUG-2000
EVERGREEN PLASTICS LTD. 	75527313 29-JUL-1998	2480338 21-AUG-2001
FLEXBAND	76641372 22-JUN-2005	3207121 13-FEB-2007
MEGABAND	86100201 24-OCT-2013	4639735 18-NOV-2014
POLYCHEM	76641354 22-JUN-2005	3188528 26-DEC-2006
POLYCHEM PLASTIC STRAPPING SYSTEMS 	76641343 22-JUN-2005	3346568 04-DEC-2007
SECURE YOUR FUTURE	85801649 13-DEC-2012	4379619 06-AUG-2013
STERLING PACKAGING SYSTEMS	74320467 07-OCT-1992	1884161 14-MAR-1995