

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515778

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Western Industries Plastic Products LLC		03/14/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Plexus Fund IV-A, L.P.		
Street Address:	4242 Six Forks Road		
Internal Address:	Suite 950		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27609		
Entity Type:	Limited Partnership: NORTH CAROLINA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4868963	PACK HORSE	
Registration Number:	4291213	W	
Registration Number:	4155213	BUILT TO USE EVERY DAY, NOT JUST TO STOR	
Registration Number:	4136318	STYLEWORKS	
Registration Number:	4136317	DESIGNS FOR LIFE	
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:	919-838-2034		
Email:	pkarmire@smithlaw.com		
Correspondent Name:	Perky L. Karmire/Smith Anderson Law		
Address Line 1:	150 Fayetteville Street		
Address Line 2:	Suite 2300		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
NAME OF SUBMITTER:	Perky L. Karmire		
SIGNATURE:	/s/ Perky L. Karmire		
DATE SIGNED:	03/25/2019		

OP \$140.00 4868963

Total Attachments: 7

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THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF MARCH 14, 2019, AMONG PLEXUS FUND IV-A, L.P., PLEXUS FUND IV-B, L.P., PLEXUS FUND IV-C, L.P. AND MB FINANCIAL BANK, N.A. AND EACH LENDER, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

GRANT OF SECURITY INTEREST IN COPYRIGHTS, TRADEMARKS AND PATENTS

WHEREAS, Western Industries Plastic Products LLC, a Delaware limited liability company ("**Grantor**"), owns the copyright registrations, trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A, Schedule B and Schedule C attached hereto; and

WHEREAS, Plexus Fund IV-A, L.P., in its capacity as collateral agent for itself and the other Lenders (defined below) party to the Loan Agreement (defined below) (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's copyright registrations, trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the copyright registrations, trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Loan and Security Agreement, dated as of March 14, 2019, among the Grantor, the lenders from time to time party thereto (the "**Lenders**") and the Grantee (as amended from time to time, the "**Loan Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the copyright registrations ("**Copyrights**") set forth on Schedule A hereto, (ii) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule B attached hereto, (iii) the patents and patent applications (the "**Patents**") set forth on Schedule C attached hereto, in each case together with (iv) all Proceeds (as such term is defined in the Loan Agreement) of the Marks, (v) all of the goodwill of the businesses with which the Marks are associated, and (vi) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Copyrights, Marks and/or Patents or unfair competition regarding the same. Notwithstanding the foregoing, in no event shall the Collateral (as such term is defined in the Loan Agreement) described in the foregoing include Excluded Property (as such term is defined in the Loan Agreement).

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Loan Agreement) of the Grantor and shall be effective as of the date of the Loan Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Loan Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.


This Grant of Security Interest shall be construed according to and governed by the laws of the State of New York.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Loan Agreement.

GRANTOR:

WESTERN INDUSTRIES PLASTIC PRODUCTS LLC
A Delaware limited liability company

By: 
Name: Mark Hanna
Title: Secretary and Treasurer

GRANTEE:

PLEXUS FUND IV-A, L.P.

By: Plexus Fund IV GP I, LLC
Its: General Partner

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Loan Agreement.

GRANTOR:

WESTERN INDUSTRIES PLASTIC PRODUCTS LLC
A Delaware limited liability company

By: _____
Name:
Title:

GRANTEE:

PLEXUS FUND IV-A, L.P.

By: Plexus Fund IV GP I, LLC
Its: General Partner

By: _____
Name: Michael Painter
Title: Manager


Schedule A – Copyrights

US Registered Copyrights

“Eco Garden House”, registered on September 25, 2014 (registration number VAu001185644).

Schedule B - Marks

US Federal Trademark Registrations

Country	Trademark	Registration Number	Registration Date
US	PACK HORSE	4868963	December 15, 2015
US		4291213	February 19, 2013
US	BUILT TO USE EVERY DAY, NOT JUST TO STORE AWAY	4155213	June 5, 2012
US	STYLEWORKS	4136318	May 1, 2012
US	DESIGNS FOR LIFE	4136317	May 1, 2012

US State Trademark Registrations

US Registered Trademarks (State) - Tough Tote, registered in Illinois (registration number 106885) for “utility storage containers”.

Schedule C – Patents

Country	Type	Appl Number	Patent Number	Date Filed	Date Issued
US	Utility	13/021,273	9,114,909		August 25, 2015
US	Utility	13/276,777	8,844,950		September 30, 2014
US	Design	29/436,886	D701,734		April 1, 2014
US	Design	29/516,418	D759,379		June 21, 2016
US	Design	29/474,766	RE46246		December 27, 2016
Canada	Utility	2815443		May 9, 2013	
Canada	Design	151047	151047		July 21, 2014