

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542545

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AXIUM LLC		09/20/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA, AS AGENT		
Street Address:	20 King Street West, 4th floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H1C4		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5532789	AXIUM PLASTICS	
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:	3102829400		
Email:	lwageman@thompsoncoburn.com		
Correspondent Name:	Thompson Coburn LLP		
Address Line 1:	Attn: Victoria A. Gilbert, Esq.		
Address Line 2:	2029 Century Park East, 19th Floor		
Address Line 4:	Los angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	1130218		
NAME OF SUBMITTER:	Luci Wageman		
SIGNATURE:	/Luci Wageman/		
DATE SIGNED:	09/25/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, this "Agreement"), dated as of September 20, 2019 by AXIUM LLC, a limited liability company formed under the laws of the State of Delaware (the "Grantor"), is in favor of ROYAL BANK OF CANADA, a Canadian chartered bank, as agent for the lenders (collectively, the "Lenders") party to the Credit Agreement referred to below (in such capacity, the "Agent") for the benefit of the Secured Parties (as defined in the Credit Agreement).

WITNESSETH:

WHEREAS, Grantor has entered into that certain Credit Agreement, dated as of September 20, 2019 among Grantor, the Agent and the Lenders, (as may be amended, modified, supplemented or replaced from time to time, collectively, the "Credit Agreement"), pursuant to which the Lenders agreed to make available certain credit facilities to the Grantor for the purposes and on the terms and conditions more specifically outlined therein;

WHEREAS, the Lenders have required pursuant to the Credit Agreement that the Grantor enter into that certain Pledge and Security Agreement dated as of September 20, 2019, (as the same may be may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Security Agreement") in order to secure the payment and performance of the Secured Obligations (as defined in the Credit Agreement);

WHEREAS, in furtherance of its obligations under the Credit Agreement and Security Agreement, the Grantor has executed and delivered this Agreement for recordation in the United States Patent and Trademark Office.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with Agent as follows:

SECTION 1. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the due and punctual performance and payment of the Secured Obligations (as defined in the Credit Agreement), Grantor does hereby grant to the Agent, for the benefit of the Secured Parties (as defined in the Credit Agreement), a security interest in all of the following property, whether now owned or hereafter acquired or existing:

- A. all Trademarks (as defined in the Security Agreement) described on Schedule 1 hereto, including all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith (the "Trademarks");
- B. all rights of the Grantor to the Trademarks; and
- C. all Proceeds (as defined in the Security Agreement) of or to the Trademarks, including all rights thereto.

SECTION 2. Governing Document. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent for the benefit of the Secured Parties pursuant to the Security Agreement. This Agreement is governed by the Security Agreement, to which reference should be made for a full description of the rights and remedies of the Agent and Secured Parties with respect to the Trademarks. In the case of a conflict or inconsistency between any provision of this Agreement and any provision of the Security Agreement, the provisions of the Security Agreement shall control and govern.

SECTION 3. Security Document. This Agreement is a Security Document (as defined in the Credit Agreement) subject to and for the purposes of the Credit Agreement.

SECTION 4. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws in force in the State of New York. The Grantor irrevocably attorns to and submits to the non-exclusive jurisdiction of the courts of either (i) the State of New York and the United States Federal Court located in the Borough of Manhattan in New York City, or (ii) the State of Ohio and the United States Federal Court located in Franklin County, Ohio with respect to any matter arising hereunder or related hereto. Such choice of law shall, however, be without prejudice to or limitation of any other rights available to the Secured Parties under the laws of any other jurisdiction where Collateral (as defined in the Security Agreement) described herein may be located.


SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall be deemed to be an original and such counterparts taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic means shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering an executed counterpart hereof by telefacsimile or other electronic means shall also deliver a manually executed counterpart but the failure to do so shall not affect the validity, enforceability or binding effect hereof.

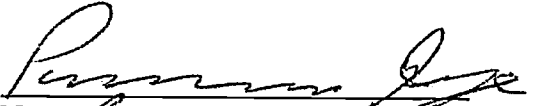
[Signatures appear on the next page.]

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

GRANTOR:

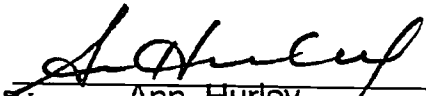
AXIUM LLC

By: 
Name: RATAN JUDGE
Title: PRESIDENT

By: 
Name: PASHMINDEK JUDGE
Title: CEO

Accepted and Agreed:

ROYAL BANK OF CANADA, as Agent

By: 
Name: Ann, Hurley
Title: Manager, Agency

SCHEDULE 1

TRADEMARK SECURITY AGREEMENT

Trademarks Owned in the United States:

Owner of Record	Trademark	Appl. No./Reg. No.	Filing Date	Reg'n Date	Notes	Goods/Services
AXIUM LLC	AXIUM PLASTICS	5,532,789	Jan. 20, 2017	Aug. 7, 2018	Disclaims PLASTICS	Class 40: Custom molding of plastic products for others; custom manufacture of molds for use in industry; manufacture of plastic containers, closures, and packaging to order and/or specification of others. Class 42: Computer aided design for others in the field of molded plastic packaging; molded plastic packaging design for others.

Trademarks Owned in Mexico

Owner of Record	Trademark	Appl. No./Reg. No.	Filing Date	Reg'n Date	Notes	Goods/Services
AXIUM PLASTICS, LLC	AXIUM PLASTICS	1,752,158	Feb. 8, 2017	May 10, 2017		Class 40: Custom molding of plastic products for others; custom manufacture of molds for use in industry; manufacture of plastic containers, closures, and packaging to order and/or specification of others. Class 42: Computer aided design for others; Packaging design for others.