

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM546072

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Spartech LLC		10/17/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BNP Paribas		
<b>Street Address:</b>	787 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Banking Corporation: FRANCE		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5707924	SPARTECH	
<b>Registration Number:</b>	5701242	S SPARTECH	
<b>Registration Number:</b>	5449880	SURFACECHOICE	
<b>Registration Number:</b>	5434653	FORMPRO	
<b>Registration Number:</b>	5428775	DURAGARD	
<b>Registration Number:</b>	5428776	PRESERVAPAK	
<b>Registration Number:</b>	5428777	PRESERVAPAK	
<b>Registration Number:</b>	4659865	DURAGARD	
<b>Registration Number:</b>	3353245	VALIANT	
<b>Registration Number:</b>	2386124	ULTRATUF	
<b>Registration Number:</b>	1900613	ULTROS	
<b>Registration Number:</b>	1993760	SOLACRYL	
<b>Registration Number:</b>	1800768	SPARTECH	
<b>Registration Number:</b>	1794571	SPARTECH	
<b>Registration Number:</b>	1632059	SUNGARD	
<b>Registration Number:</b>	1153928	STA-TUF	
<b>Registration Number:</b>	1009937	CRYLEX	
<b>Registration Number:</b>	0822613	KORAD	
<b>Registration Number:</b>	0785416	ROYALITE	
<b>TRADEMARK</b>			

CH \$540.00 5707924

Property Type	Number	Word Mark
Registration Number:	0706293	POLYCAST
Registration Number:	0687423	ROYALEX

**CORRESPONDENCE DATA**

**Fax Number:** 4155911400  
*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.*  
**Phone:** 4155911000  
**Email:** achan@winston.com  
**Correspondent Name:** Becky L. Troutman, Esq.  
**Address Line 1:** 101 California St.  
**Address Line 2:** Winston & Strawn LLP  
**Address Line 4:** San Francisco, CALIFORNIA 94111

<b>ATTORNEY DOCKET NUMBER:</b>	086700.00384
<b>NAME OF SUBMITTER:</b>	Becky L. Troutman
<b>SIGNATURE:</b>	/Becky L. Troutman/
<b>DATE SIGNED:</b>	10/21/2019

**Total Attachments: 5**

- source=BNPP Spartech IP Security Agreement (Trademarks) [Executed]#page1.tif
- source=BNPP Spartech IP Security Agreement (Trademarks) [Executed]#page2.tif
- source=BNPP Spartech IP Security Agreement (Trademarks) [Executed]#page3.tif
- source=BNPP Spartech IP Security Agreement (Trademarks) [Executed]#page4.tif
- source=BNPP Spartech IP Security Agreement (Trademarks) [Executed]#page5.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of October 17, 2019 between the signatory hereto (the “**Grantor**”) in favor of **BNP PARIBAS**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

### RECITALS:

**WHEREAS**, reference is made to that certain Pledge and Security Agreement, dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all United States trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”), provided, that, the Trademarks shall not include any Excluded Assets.

**Section 2. Recordation.** The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

**Section 3. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

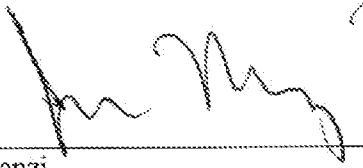
**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**SPARTECH LLC,**  
as a Grantor

By:   
Name: John Manzi  
Title: Executive Chairman

BNP PARIBAS, as Collateral Agent


By:   
Name: **Peter Fritz**  
Title: **Director**

By:   
Name: **Merle Smith**  
Title: **Vice President**

[Signature Page to Intellectual Property Security Agreement (Trademarks)]

**TRADEMARK**  
**REEL: 006776 FRAME: 0214**

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status
SPARTECH	USA	87893149 25-APR-2018	5707924 26-MAR-2019	Registered
S SPARTECH Design 	USA	87893158 25-APR-2018	5701242 19-MAR-2019	Registered
SURFACECHOICE	USA	87399587 05-APR-2017	5449880 17-APR-2018	Registered
FORMPRO	USA	87399647 05-APR-2017	5434653 27-MAR-2018	Registered
DURAGARD	USA	86661324 12-JUN-2015	5428775 20-MAR-2018	Registered
PRESERVAPAK	USA	86661367 12-JUN-2015	5428776 20-MAR-2018	Registered
PRESERVAPAK	USA	86661395 12-JUN-2015	5428777 20-MAR-2018	Registered
DURAGARD	USA	85288680 07-APR-2011	4659865 23-DEC-2014	Registered
VALIANT	USA	78412939 04-MAY-2004	3353245 11-DEC-2007	Registered
ULTRATUF	USA	75448204 11-MAR-1998	2386124 12-SEP-2000	Registered
ULTROS	USA	74508981 04-APR-1994	1900613 20-JUN-1995	Registered
SOLACRYL	USA	74427699 23-AUG-1993	1993760 13-AUG-1996	Registered
SPARTECH	USA	74357098 09-FEB-1993	1800768 26-OCT-1993	Registered
SPARTECH	USA	74357100 09-FEB-1993	1794571 28-SEP-1993	Registered
SUNGARD	USA	73836018 03-NOV-1989	1632059 22-JAN-1991	Registered
STA-TUF	USA	73212024 18-APR-1979	1153928 12-MAY-1981	Registered
CRYLEX	USA	73024866 21-JUN-1974	1009937 06-MAY-1975	Registered
KORAD	USA	72247255 03-JUN-1966	0822613 24-JAN-1967	Registered
ROYALITE	USA	72189405 23-MAR-1964	0785416 23-FEB-1965	Registered
POLYCAST	USA	72070676 01-APR-1959	0706293 25-OCT-1960	Registered
ROYALEX	USA	72044500 22-JAN-1958	0687423 03-NOV-1959	Registered