

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550831

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TBL Performance Plastics LLC		11/22/2019	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Collateral Agent		
Street Address:	20 King Street West		
Internal Address:	4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H1C4		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88482044	ASURE	
Serial Number:	88524618	PHARM-A-CLEAR	
Serial Number:	88649700	CELLGYN	
Registration Number:	4322783	CLEARGREEN	
Registration Number:	5474127	TBL PERFORMANCE PLASTICS	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	062067		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	11/25/2019		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of November 22, 2019, is made by TBL Performance Plastics LLC, a New Jersey limited liability company (the “New Grantor”), in favor of Royal Bank of Canada (“Royal Bank”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to herein.

WHEREAS, Q Holding Company, a Delaware corporation (the “Borrower”), LPC Holding Company, a Delaware corporation (“Holdings”), Q Intermediate Holdco Limited, a private limited company organized under the laws of England and Wales (“UK Holdings”), Royal Bank, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of December 18, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans and the L/C Issuers to issue Letters of Credit to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the New Grantor has entered into that certain Supplement No. 3, dated as of the date hereof, to the Security Agreement dated as of December 18, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to incur Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the New Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the New Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

WHEREAS, under the terms of the Security Agreement, the New Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the New Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the New Grantor agrees as follows:

SECTION 1. Grant of Security. The New Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of the New Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Collateral).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the New Grantor under this Trademark Security Agreement secures the payment of all Obligations of the New Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark

Security Agreement secures, as to the New Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by the New Grantor to any Secured Party but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement been executed and delivered by the New Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The New Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The New Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, the New 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.

TBL PERFORMANCE PLASTICS LLC

By:  _____
Name: Cary Glay
Title: Chief Financial Officer

ROYAL BANK OF CANADA,
as Collateral Agent

By: 
Name: Rodica Dutka
Title: Manager, Agency

[Signature Page to Trademark Security Agreement]

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered Owner/ Grantor	Trademark	Registration No. or Application No.
TBL Performance Plastics LLC	Cleargreen	4,322,783
TBL Performance Plastics LLC	TBL Performance Plastics	5,474,127
TBL Performance Plastics LLC	ASURE	88/482,044
TBL Performance Plastics LLC	PHARM-A-CLEAR	88/524,618
TBL Performance Plastics LLC	CELLGYN	88/649,700