

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM564686

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Harrington Industrial Plastics LLC		03/02/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jefferies Finance LLC, as Collateral Agent		
<b>Street Address:</b>	520 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88414401	HARRINGTON	
<b>Serial Number:</b>	88411363	HARRINGTON PROCESS SOLUTIONS	
<b>Registration Number:</b>	4694978	HARRINGTON PURE	
<b>Registration Number:</b>	4702911	HARRINGTON	
<b>Registration Number:</b>	4722614	HARRINGTON	
<b>Registration Number:</b>	3135299	HARRINGTON INDUSTRIAL PLASTICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Phone:</b>	2123186532		
<b>Email:</b>	alanagramer@paulhastings.com		
<b>Correspondent Name:</b>	ALANA GRAMER		
<b>Address Line 1:</b>	C/O PAUL HASTINGS LLP		
<b>Address Line 2:</b>	200 Park Avenue		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10166		
<b>NAME OF SUBMITTER:</b>	Alana Gramer		
<b>SIGNATURE:</b>	/s/ AG		
<b>DATE SIGNED:</b>	03/02/2020		

CH \$165.00 88414401

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of March 2, 2020 between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **JEFFRIES FINANCE LLC**, 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 Grantors, the other grantors party thereto and the Collateral Agent; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantors have (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 Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

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

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, each 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 the following:

(a) All United States, and foreign trademarks, 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**”).

**Section 2. Recordation.** Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer 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.

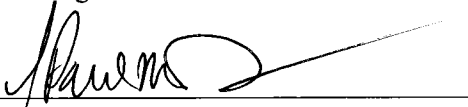
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**IN WITNESS WHEREOF**, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**HARRINGTON INDUSTRIAL PLASTICS LLC,**  
as a Grantor

By:   
Name: Michael Tourtelot  
Title: Chief Financial Officer

**JEFFRIES FINANCE LLC,**  
as Collateral Agent

By:   
Name: J. Paul McDonnell  
Title: Managing Director

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Grantor	Trademarks	Filing Date / Issue Date	Status	Application / Registration No.
Harrington Industrial Plastics LLC	HARRINGTON	5/3/2019	Pending	88414401
Harrington Industrial Plastics LLC	HARRINGTON PROCESS SOLUTIONS	5/1/2019	Pending	88411363
Harrington Industrial Plastics LLC	HARRINGTON PURE (and Design)	3/3/2015	Section 8 declaration due 3/3/21	4694978
Harrington Industrial Plastics LLC	HARRINGTON	3/17/2015	Section 8 declaration due 3/17/21	4702911
Harrington Industrial Plastics LLC	HARRINGTON	4/21/2015	Section 8 declaration due 4/21/21	4722614
Harrington Industrial Plastics LLC	HARRINGTON INDUSTRIAL PLASTICS (and Design)	8/29/2006	Section 8 declaration due 8/26/26	3135299