

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566012

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Engineered Plastic Systems, L.L.C.		03/09/2020	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	CIBC BANK USA		
Street Address:	3343 Peachtree Road NE		
Internal Address:	Suite 750		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	BANKING CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77227693	PERENNIAL PARK PRODUCTS	
Serial Number:	78829928	LUMBEROCK	
CORRESPONDENCE DATA			
Fax Number:	4042644033		
<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:	4048461693		
Email:	msweetin@btlaw.com, Andrew.Durden@btlaw.com		
Correspondent Name:	Barnes & Thornburg LLP		
Address Line 1:	3475 Piedmont Road, N.E.		
Address Line 2:	Suite 1700		
Address Line 4:	Atlanta, GEORGIA 30305-3327		
ATTORNEY DOCKET NUMBER:	47588-8		
NAME OF SUBMITTER:	Andrew Durden		
SIGNATURE:	/Andrew Durden/		
DATE SIGNED:	03/09/2020		
Total Attachments: 6			
source=IP Security Agreement-Trademark_EPS_Executed#page1.tif			

OP \$65.00 77227693

source=IP Security Agreement-Trademark_EPS_Executed#page2.tif
source=IP Security Agreement-Trademark_EPS_Executed#page3.tif
source=IP Security Agreement-Trademark_EPS_Executed#page4.tif
source=IP Security Agreement-Trademark_EPS_Executed#page5.tif
source=IP Security Agreement-Trademark_EPS_Executed#page6.tif

AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of March 9, 2020, among Engineered Plastic Systems, L.L.C., an Illinois limited liability company ("Grantor"), and CIBC Bank USA, as Administrative Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement dated as of September 18, 2017 (as amended by the First Amendment, Consent, and Joinder to Credit Agreement dated as of October 31, 2018, the Second Amendment, Consent, and Joinder to Credit Agreement dated as of the date hereof, and as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Grantor and the other Loan Parties signatory thereto, the financial institutions from time to time signatory thereto (each individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Lenders have made Loans and agreed, subject to the satisfaction of certain terms and conditions, to make additional Loans to Grantor and the other Loan Parties and to provide for the issuance of Letters of Credit for the account of the Loan Parties, individually, or jointly and severally, as provided therein; and

WHEREAS, in connection with the Credit Agreement, Grantor and the other Loan Parties, directly or through a joinder agreement, have executed and delivered that certain Guaranty and Collateral Agreement, dated as of September 18, 2017, to Secured Party (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, as a condition precedent to continuing the Loans previously made to the Loan Parties and the making of additional Loans under the Credit Agreement, Grantor is required to execute and deliver this Agreement and to further confirm the grant to Secured Party for the benefit of the Lenders a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lenders to continue the Loans previously made, and to make additional Loans, to the Loan Parties pursuant to the Credit Agreement, Grantor agrees, for the benefit of the Lenders and Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement or Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Obligations, Grantor does hereby collaterally assign to Secured Party, and grant to Secured Party a security interest in, all of the following property of Grantor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether Grantor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on *Schedule 1.1* hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by Grantor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark License, including any Trademark, Trademark registration or Trademark License referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark License.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include any intent-to-use trademark application prior to the filing of such a "Statement of Use" or "Amendment to Allege Use" with respect thereto, provided that upon such filing of such Statement of Use or Amendment to Allege Use application, such trademark shall automatically be deemed included in the Trademark Collateral.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Security Agreement as security for the discharge and performance of the Obligations. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Secured Party shall, upon the written request of Grantor, execute and deliver to Grantor a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the

Obligations have been Paid in Full, (b) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement, (c) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (d) if such release has been approved by the requisite Lenders in accordance with Section 14.11 of the Credit Agreement.

SECTION 5. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Receipt by telecopy or other electronic method of transmission of any executed signature page to this Agreement or any other Loan Document shall constitute effective delivery of such signature page.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTOR:

ENGINEERED PLASTIC SYSTEMS, L.L.C.

A handwritten signature in dark ink, appearing to read "Duane Bryant", is written over a horizontal line. The signature is somewhat stylized and overlaps the line.

Name: Duane Bryant


Title: President and Chief Executive Officer

Signature page to Intellectual Property Security Agreement (Trademarks) - EPS

TRADEMARK
REEL: 006885 FRAME: 0837

SECURED PARTY:

CIBC BANK USA, as Administrative Agent

By: 
Name: Timothy F. Roberts
Title: Managing Director

Signature page to Intellectual Property Security Agreement (Trademarks) - EPS

TRADEMARK
REEL: 006885 FRAME: 0838

SCHEDULE 1.1

TRADEMARK COLLATERAL

Trademarks

Trademark	Trademark Serial Number	Trademark Registration Number	Date of Application	Date of Registration
PERENNIAL PARK PRODUCTS	77227693	3385178	July 12, 2007	February 19, 2008
LUMBEROCK	78829928	3336912	March 6, 2006	November 13, 2007

Trademark Licensing Agreements

License Agreement by and between Engineered Plastic Systems, L.L.C. and WES, LLC dba Ultralox dated August 15, 2018, as assigned to Engineered Plastic Systems, L.L.C. by Engineered Railing Systems, LLC.