

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572891

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Short Form Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Techniplas, LLC		04/21/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Agent		
Street Address:	100 Wall Street		
Internal Address:	Suite 1600		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	National Banking Association: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5048970	DICKTEN MASCH PLASTICS	
CORRESPONDENCE DATA			
Fax Number:	2128366337		
<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:	2128367319		
Email:	paul.somelofske@arnoldporter.com		
Correspondent Name:	Paul J. Somelofske		
Address Line 1:	C/O ARNOLD & PORTER KAYE SCHOLER LLP		
Address Line 2:	250 West 55th Street		
Address Line 4:	New York, NEW YORK 10019-9710		
NAME OF SUBMITTER:	Paul J. Somelofske		
SIGNATURE:	/Paul J. Somelofske/		
DATE SIGNED:	04/21/2020		
Total Attachments: 6			
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SHORT FORM TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of April 21, 2020, is made by and between Techniplas, LLC, a Delaware limited liability company (the “Issuer” or the “Grantor”), and U.S. Bank National Association, as Collateral Agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the Notes Secured Parties (as defined in the Indenture (as defined below)). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture and the Intellectual Property Security Agreement, as applicable.

WHEREAS, the Issuer, Techniplas Finance Corp., a Delaware corporation (the “Co-Issuer” and, together with the Issuer, the “Issuers”), Nyloncraft, Inc., an Indiana corporation, certain other subsidiaries of the Issuer from time to time party thereto, the Collateral Agent and U.S. Bank National Association, as Trustee (in such capacity, together with any successor thereto, the “Trustee”), have entered into the Indenture, dated as of April 29, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), pursuant to which the Issuers issued \$175,000,000 10.000% Senior Secured Notes due 2020 (together with any notes issued in replacement or exchange thereof and any additional notes issued in accordance with the terms of the Indenture, the “Notes”);

WHEREAS, in connection with the Indenture, the Grantor has entered into the Intellectual Property Security Agreement, dated as of April 29, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”) in order to secure their obligations under the Indenture, the Notes and the other Indenture Documents; and

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

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Notes Secured Parties a security interest in all of the Grantor’s right, title and interest in and to the “Collateral” (as defined in the Intellectual Property Security Agreement), including, but not limited to:

- (a) the Trademarks (as defined in the Intellectual Property Security Agreement) set forth on Schedule A hereto;
- (b) all Licenses pertaining to Trademarks set forth on Schedule A hereto;

(c) all proceeds and products of any and all of the Trademarks and all supporting obligations, collateral security and guarantees given by any Person with respect to any Trademarks and all Licenses pertaining to Trademarks, respectively; and

(d) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this Agreement secures the payment of all Indenture Obligations of the Grantor now or hereafter existing under or in respect of the Indenture Documents, 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 Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by the Grantor to any Notes Secured Party under the Indenture Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantor.

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

SECTION 4. Execution in Counterparts. This 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. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Grants Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. The 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 Intellectual Property 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 Agreement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

SECTION 6. Governing Law. This 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 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 Intellectual Property 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.

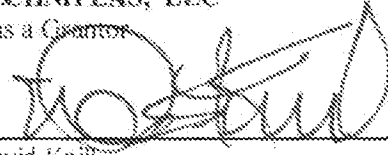
SECTION 8. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE NOTES SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER NOTES SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THE SUPER SENIOR INTERCREDITOR AGREEMENT (COLLECTIVELY, THE "NOTES INTERCREDITOR AGREEMENTS"). IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE NOTES INTERCREDITOR AGREEMENTS AND THIS AGREEMENT, THE PROVISIONS OF THE NOTES INTERCREDITOR AGREEMENTS SHALL GOVERN AND CONTROL.

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

TECHNIPLAS, LLC

as a Grantor



By:

Name: David Knill

Title: Chief Financial Officer and Secretary

U.S. BANK NATIONAL ASSOCIATION

as Collateral Agent

By:

Name:

Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006920 FRAME: 0247

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

TECHNIPLAS, LLC
as a Grantor

By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION
as Collateral Agent

By: DTT/DAK
Name: : Deborah Todak
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006920 FRAME: 0248

SCHEDULE A
TO THE
TRADEMARK SECURITY AGREEMENT

Intellectual Property

Trademark Registrations and Trademark Applications

Grantor	Trademark	Country	Registration No./ Application No.	Registration Date
Techniplas, LLC	DICKTEN MASCH PLASTICS	United States	5048970	27-SEP-2016

Licenses Pertaining to Trademarks

None.