

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM582373

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Short Form Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Techniplas US, LLC		06/19/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB, as Collateral Agent		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Federal Savings Bank: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5048970	DICKTEN MASCH PLASTICS	
Registration Number:	1735335	TECHNIPLAS	
Registration Number:	730355	NYLONCRAFT	
Registration Number:	790848	NYLONCRAFT	
Serial Number:	87351538	MAKING THE CONNECTED WORLD	
Serial Number:	87876228	COLORFUSE	
Serial Number:	87400617	TECHNIPLAS DIGITAL	
Serial Number:	87351559	TECHNIPLAS	
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		

OP \$215.00 5048970

SIGNATURE:	/Paul J. Somelofske/
DATE SIGNED:	06/22/2020
Total Attachments: 6 source=[Executed] Techniplas - Trademark Security Agreement (Convertible Debt)_(US_167950594_1)#page1.tif source=[Executed] Techniplas - Trademark Security Agreement (Convertible Debt)_(US_167950594_1)#page2.tif source=[Executed] Techniplas - Trademark Security Agreement (Convertible Debt)_(US_167950594_1)#page3.tif source=[Executed] Techniplas - Trademark Security Agreement (Convertible Debt)_(US_167950594_1)#page4.tif source=[Executed] Techniplas - Trademark Security Agreement (Convertible Debt)_(US_167950594_1)#page5.tif source=[Executed] Techniplas - Trademark Security Agreement (Convertible Debt)_(US_167950594_1)#page6.tif	

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 June 19, 2020, is made by and among Techniplas US LLC, a Delaware limited liability company (“Grantor”) and Wilmington Savings Fund Society, FSB, as Collateral Agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement (as defined below)). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Intellectual Property Security Agreement (as defined below), as applicable.

WHEREAS, Techniplas Foreign Holdco LP (the “Borrower”), certain Subsidiaries of the Borrower party thereto, the Lenders party thereto, the Collateral Agent and Wilmington Savings Fund Society, FSB, as Administrative Agent, have entered into the Senior Secured Credit Agreement, dated as of June 19, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Intellectual Property Security Agreement, dated as of June 19, 2020 (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 Credit Agreement and the other Credit 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 Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and have 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 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 Obligations of the Grantor now or hereafter existing under or in respect of the Credit 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 Secured Party under the Credit 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 Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO

THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Remainder of Page Intentionally Blank]

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 US LLC
as a Grantor

By: 
Name: Ali El-Haj
Title: Chief Executive Officer

WILMINGTON SAVINGS FUND SOCIETY,
FSB
as Collateral Agent

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]

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 US LLC
as a Grantor

By: _____
Name:
Title:

WILMINGTON SAVINGS FUND SOCIETY,
FSB
as Collateral Agent

By: 
Name: _____
Title: **Raye D. Goldsborough**
Assistant Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006975 FRAME: 0800

SCHEDULE A
TO THE
TRADEMARK SECURITY AGREEMENT

Intellectual Property
Trademark Registrations and Trademark Applications

Owner	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
Techniplas US LLC	DIXTEN MASCH PLASTICS	86908151	02-15-2016	5048970	09-27-2016
Techniplas US LLC		87351538	02-27-2017	N/A	N/A
Techniplas US LLC	COLORFUSE	87876228	04-13-2018	N/A	N/A
Techniplas US LLC	TECHNIPLAS DIGITAL	87400617	06-04-2017	N/A	N/A
Techniplas US LLC	TECHNIPLAS	87351559	02-27-2017	N/A	N/A
Techniplas US LLC	TECHNIPLAS	74248891	02-24-1992	1735335	11-24-1992
Techniplas US LLC	NYLONCRAFT	72073420	11-05-1959	730355	04-24-1962
Techniplas US LLC	NYLONCRAFT	72145582	05-28-1962	790848	08-06-1965

Licenses Pertaining to Trademarks

None.