

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM582419

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Techniplas US LLC		06/19/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	833 E. Michigan Street, Suite 701		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	National Banking Association: UNITED STATES		
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:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	27729-35360		

CH \$215.00 5048970

NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	06/22/2020
Total Attachments: 6 source=Techniplas - EXECUTED - Trademark Security Agreement (Exit Financing) 257762881_1#page1.tif source=Techniplas - EXECUTED - Trademark Security Agreement (Exit Financing) 257762881_1#page2.tif source=Techniplas - EXECUTED - Trademark Security Agreement (Exit Financing) 257762881_1#page3.tif source=Techniplas - EXECUTED - Trademark Security Agreement (Exit Financing) 257762881_1#page4.tif source=Techniplas - EXECUTED - Trademark Security Agreement (Exit Financing) 257762881_1#page5.tif source=Techniplas - EXECUTED - Trademark Security Agreement (Exit Financing) 257762881_1#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of June 19, 2020, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors”, and each individually, “Grantor”), and BANK OF AMERICA, N.A., as agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), among Grantors, the other persons party thereto as Loan Parties, the lenders parties thereto (the “Lenders”) and Agent, as administrative agent for the Lenders, the Lenders have agreed to make Loans to, and incur obligations with respect to the issuance of Letters of Credit for the benefit of, Grantors; and

WHEREAS, in order to induce the Agent and the Lenders to enter into the Loan Agreement and other Loan Documents and to induce the Lenders to make the Loans and to incur obligations with respect to the issuance of Letters of Credit as provided for in the Loan Agreement, each Grantor has agreed to execute and deliver to the Agent, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers now held or hereafter acquired by such Grantor, any registration or recording of the foregoing, and any application in connection therewith (excluding any intent-to-use trademark application for which an amendment to allege use under 15 U.S.C. §1051(c) or statement of use under 15 U.S.C. §1051(d) has not been filed), including, without limitation, those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all trademark licenses to which such Grantor is a party;

(d) all goodwill of the business associated with the use of, and symbolized by, any of the foregoing; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any of the foregoing or (ii) injury to the goodwill associated with any trademark or any of the foregoing.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors to the Agent or the Lenders whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks or trademark licenses, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall promptly notify the Agent in writing of any such new trademarks for which any Grantor files an application for registration with the United States Patent and Trademark Office (or in the case of an intent-to-use trademark application, the filing of an amendment to allege use under 15 U.S.C. §1051(c) or statement of use under 15 U.S.C. §1051(d)). Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize the Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission (including ".pdf" format) shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record (as such term is defined in Section 9-102(a)(69) of the UCC) and any Record so transmitted shall

constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. TERMINATION. This Trademark Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Obligations outstanding) until (i) the Loan Agreement has terminated pursuant to its express terms and (ii) all of the Obligations have been indefeasibly paid and performed in full in cash and no commitments of the Agent or the Lenders which would give rise to any Obligations are outstanding.

9. GOVERNING LAW. This Trademark Security Agreement shall be governed by the laws of the State of Illinois, without giving effect to any conflict of law principles, except federal laws relating to national banks.


10. TERM LOAN DEBT INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the security interests granted to Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by Agent hereunder are subject to the provisions of the Term Loan Debt Intercreditor Agreement, as the same may be amended, modified, extended, restated, replaced, or supplemented from time to time. In the event of any conflict between the terms of the Term Loan Debt Intercreditor Agreement and this Trademark Security Agreement, the terms of the Term Loan Debt Intercreditor Agreement shall govern.

[Signatures Immediately Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Grantors:

TECHNIPLAS US LLC

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

ACKNOWLEDGED AND AGREED:

BANK OF AMERICA, N.A., as Agent

By: _____
Name: _____
Title: _____

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Grantors:

TECHNIPLAS US LLC

By: _____

Name: _____

Title: _____

ACKNOWLEDGED AND AGREED:

BANK OF AMERICA, N.A., as Agent

By: Brad Handrich

Name: Brad Handrich

Title: Vice President

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Trademark Applications

Owner	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
Techniplas US LLC	DICKTEN MASCH PLASTIKS	86908151	02-15-2016	5048970	09-27-2016
Techniplas US LLC	XXXXXXXXXXXXXXXXXXXX	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.