TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM603623

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: Notes Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Macro Plastics, Inc.		10/15/2020	Corporation: CALIFORNIA
Midstate Plastics Corporation		10/15/2020	Corporation: OHIO
Encore Industries, Inc.		10/15/2020	Corporation: OHIO

RECEIVING PARTY DATA

Name:	Ankura Trust Company, LLC	
Street Address:	140 Sherman Street, 4th Floor	
City:	Fairfield	
State/Country:	CONNECTICUT	
Postal Code:	06824	
Entity Type:	Limited Liability Company: NEW HAMPSHIRE	

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark	
Serial Number:	88396738	EUROBIN	
Serial Number:	77635642	ISOBIN	
Serial Number:	75314263	MACRO DOUBLE SHUTTLE	
Serial Number:	78676794	MACROBIN	
Serial Number:	76071095	MACROSERVICES	
Serial Number:	87426729	MACROTRAC	
Serial Number:	88804742	CHILL STOP'R	
Serial Number:	86026126	PALM RIDER	
Serial Number:	90188587	CHILL STOP'R	
Serial Number:	77671096	BACK TO EARTH	

CORRESPONDENCE DATA

900575271

Fax Number: 8009144240

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.

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

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	ite 125 Iumbus, OHIO 43219	
NAME OF SUBMITTER:	Elaine Carrera	
SIGNATURE:	/Elaine Carrera/	
DATE SIGNED:	10/19/2020	
Total Attachments: 6 source=b18. Project North - Notes Trademark Security Agreement#page1.tif source=b18. Project North - Notes Trademark Security Agreement#page2.tif source=b18. Project North - Notes Trademark Security Agreement#page3.tif source=b18. Project North - Notes Trademark Security Agreement#page4.tif source=b18. Project North - Notes Trademark Security Agreement#page5.tif source=b18. Project North - Notes Trademark Security Agreement#page6.tif		

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NOTES TRADEMARK SECURITY AGREEMENT (SHORT FORM)

Notes Trademark Security Agreement, dated as of October 15, 2020, by MACRO PLASTICS, INC., MIDSTATE PLASTICS CORPORATION and ENCORE INDUSTRIES INC. (individually, a "**Grantor**", and, collectively, the "**Grantors**"), in favor of ANKURA TRUST COMPANY, LLC, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the "**Collateral Agent**").

WITNESSETH:

WHEREAS, the Grantors are party to a Notes U.S. Security Agreement dated as of October 15, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Notes Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, the Grantors hereby agree with the Collateral Agent as follows:

- SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.
- SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Notes Secured Parties and their permitted successors and assigns a continuing security interest in, and lien on, all of its right, title and interest in any and all of the following Collateral (excluding any Excluded Assets) of such Grantor:
- (a) registered Trademarks and Trademark applications of such Grantor, including those listed on Schedule I attached hereto;
 - (b) all renewals and extensions of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by the foregoing;
- (d) any and all claims for damages and injunctive relief for past, present and future infringement, misappropriation, violation or misuse with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (e) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.
- SECTION 3. The Security Agreement and ABL Intercreditor Agreement. The security interest granted pursuant to this Notes Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Notes Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall

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otherwise determine. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of this Agreement, the terms of the ABL Intercreditor Agreement shall govern.

- SECTION 4. <u>Termination or Release</u>. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Trademarks of such Grantor under this Notes Trademark Security Agreement.
- SECTION 5. <u>Counterparts</u>. This Notes Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Notes Trademark Security Agreement by signing and delivering one or more counterparts.
- SECTION 6. <u>Recordation</u>. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Notes Trademark Security Agreement.

SECTION 7. <u>GOVERNING LAW</u>. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MACRO PLASTICS, INC.

Name: Christian Marcoux

Title: Secretary

MIDSTATE PLASTICS CORPORATION

By:

Name: Christian Marcoux

Title: Secretary

ENCORE INDUSTRIES, TNC.

By:

Name: Christian Marcoux

Title: Secretary

ANKURA TRUST COMPANY, LLC, as Collateral Agent

By:

Name:

Lisá J. Price

Title:

Managing Director

By:

Name:

Title:

Michael J. Fey Managing Director

Schedule I to NOTES TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND USE APPLICATIONS

Trademark	Country	Application #	Registration#	Ownership
ISOBIN	CA	1441581	TMA834517	Macro Plastics, Inc.
EUROBIN	US	88396738	5891214	Macro Plastics, Inc.
ISOBIN	US	77635642	3772911	Macro Plastics, Inc.
MACRO DOUBLE	US	75314263	2373249	Macro Plastics, Inc.
MACROBIN	US	78676794	3116966	Macro Plastics, Inc.
MACROSERVICE	US	76071095	2555114	Macro Plastics, Inc.
MACROTRAC	US	87426729	5478741	Macro Plastics, Inc.
CHILL STOP'R	US	88804742	_	Midstate Plastics Corporation
PALM RIDER	US	86026126	4647550	Midstate Plastics Corporation
CHILL STOP'R and Design	US State Minnesota	_	23959	Midstate Plastics Corporation
CHILL STOP'R	US	90188587		Midstate Plastics Corporation
BACK TO EARTH	US	77671096	3788374	Encore Industries, Inc.

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