

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624221

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ResinTech, Inc.		02/01/2021	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	FULTON BANK, N.A.		
Street Address:	533 FELLOWSHIP ROAD		
City:	MOUNT LAUREL		
State/Country:	NEW JERSEY		
Postal Code:	08054		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2037210	RESINTECH	
Registration Number:	5136395	RESINTECH	
Registration Number:	5519110	MIST-X	
Serial Number:	88064035	RESINTECH	
Serial Number:	88063991	ARIES FILTERWORKS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	732.448.2532		
Email:	bross@windelsmarx.com		
Correspondent Name:	Brandon S. Ross		
Address Line 1:	120 Albany Street Plaza		
Address Line 4:	New Brunswick, NEW JERSEY 08901		
NAME OF SUBMITTER:	Brandon S. Ross		
SIGNATURE:	/Brandon S. Ross/		
DATE SIGNED:	02/03/2021		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of February 1, 2021, by the entity listed on the signature pages hereof (the “**Grantor**”), in favor of **FULTON BANK, N.A.**, as administrative agent (the “**Administrative Agent**”) for the Lenders (collectively, the “**Secured Parties**”) in connection with the Loan Agreement referred to below.

WITNESSETH

WHEREAS, 1828 Realty Associates, LLC, a New Jersey limited liability company (“**1828**”), ResinTech, Inc., a New Jersey corporation (“**ResinTech**”, and together with 1828, the “**Construction Debt Refinance Loan Borrowers**”), Action-Pak, Inc., a Pennsylvania corporation (“**API**”), Action Pak of Baltimore, LLC, a Maryland limited liability company (“**APOB**”, and together with API and Construction Debt Refinance Loan Borrowers, individually and collectively, jointly and severally, “**Sub Debt Refinance Loan Borrowers**”), ResinTech Realty Associates CA, LLC, a California limited liability company (“**CA Mortgage Loan Borrower**”, and together with Construction Debt Refinance Loan Borrowers and Sub Debt Refinance Loan Borrowers, individually and collectively, jointly and severally, “**Borrower**”) and Administrative Agent, together with each and every lender which may from time to time become a party to the Loan Agreement (defined below), and their respective successors and assigns (collectively referred to as the “**Lenders**”) have entered into that certain Master Loan Agreement dated as of the date hereof (such agreement, as the same may be from time to time amended, restated, extended, renewed, increased, substituted, supplemented, and/or otherwise modified is hereinafter referred to as the “**Loan Agreement**”).

WHEREAS, pursuant to the terms and conditions of the Loan Agreement, the Lenders have agreed to make a senior secured mortgage loan to Construction Debt Refinance Loan Borrowers in the principal amount of Fifty-Two Million and 00/100 Dollars (\$52,000,000.00) (the “**Construction Debt Refinance Loan**”).

WHEREAS, pursuant to the terms and conditions of the Loan Agreement, the Lenders have agreed to make a senior secured mortgage loan to the Sub Debt Refinance Loan Borrowers in the principal amount of Twenty-Seven Million Five Hundred Thousand and 00/100 Dollars (\$27,500,000.00) (the “**Sub Debt Refinance Loan**”).

WHEREAS, pursuant to the terms and conditions of the Loan Agreement, the Lenders have agreed to make a senior secured equipment term loan to ResinTech in the principal amount of Twenty-One Million Eight Hundred Thousand and 00/100 Dollars (\$21,800,000.00) (the “**RT Equipment Loan**”).

WHEREAS, pursuant to the terms and conditions of the Loan Agreement, the Lenders have agreed to make a senior secured committed line of credit available to ResinTech in the principal amount of up to Ten Million and 00/100 Dollars (\$10,000,000.00) (the “**RT Line of Credit**”, and together with the RT Equipment Loan, collectively the “**RT Loans**”).

WHEREAS, pursuant to the terms and conditions of the Loan Agreement, the Lenders have agreed to make a senior secured equipment term loan to API and APOB (individually and

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collectively, the “**AP Facilities Borrowers**”) in the principal amount of Three Million Six Hundred Thousand and 00/100 Dollars (\$3,600,000.00) (the “**AP Equipment Loan**”).

WHEREAS, pursuant to the terms and conditions of the Loan Agreement, the Lenders have agreed to make a senior secured committed line of credit available to the AP Facilities Borrowers in the principal amount of up to One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) (the “**AP Line of Credit**”, and together with the AP Equipment Loan, collectively the “**AP Loans**”, and together with the Construction Debt Refinance Loan, Sub Debt Refinance Loan and the RT Loans, collectively, the “**Loans**”).

WHEREAS, the obligation of each of the Lenders to make such Loans is subject to the condition, among others, that Grantor execute and deliver this Agreement and grant the Lien in favor of the Administrative Agent for the benefit of the Secured Parties as hereinafter described.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees 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 Loan Agreement.

SECTION 2. Grant of Security Interest. As security for the due and punctual payment and performance of the Obligations, Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties, a continuing security interest in and to all of its right, title and interest in and to the following property, whether now owned or existing or hereafter acquired or arising (the “**Trademark Collateral**”):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and, in each case, all goodwill associated therewith, all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise (but excluding any intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability of, or render void or result in the cancellation of, any registration issued as a result of such intent-to-use trademark applications under applicable law), and all common-law rights relating to the foregoing and all applications filed in connection therewith, including, but not limited to, those referred to on Schedule I attached hereto (each, a “**Trademark**”);

(b) all reissues, extensions or renewals of the foregoing;

(c) all Trademark licenses for the grant by or to each Grantor of any right to use any Trademark;

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(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect or otherwise recover, any such damages.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent, for the benefit of the Secured Parties, in the Trademark Collateral with the United States Patent and Trademark Office and any similar office or agency within or outside the United States. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, under the other Collateral Documents. Such other Collateral Documents (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with their respective terms.

SECTION 4. Acknowledgment. Grantor further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and the other Loan Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Document. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6. 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. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by and construed in accordance with, the law of the State of New Jersey.

[Signature Pages to Follow]

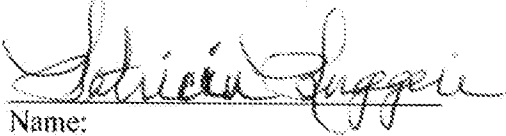
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IN WITNESS WHEREOF, this Agreement has been executed as an instrument under seal as of the date first above written.

GRANTOR:

RESINTECH, INC.

WITNESS:


Name: _____


By: _____
Name: Jeffrey Gottlieb
Title: President

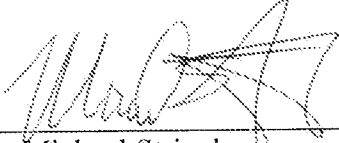
[Signature Page to Trademark Security Agreement - ResinTech]

TRADEMARK
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Acknowledged and agreed to as of the date first above written.

ADMINISTRATIVE AGENT:

FULTON BANK, N.A.

By: 
Name: Michael Strigel
Title: Senior Vice President

[Signature Page to Trademark Security Agreement - Fulton]

TRADEMARK
REEL: 007179 FRAME: 0535

SCHEDULE I – TRADEMARK SCHEDULE

Title	Country	Status	Filing Date	Serial No.	Reg. No.	Reg. Date
RESINTECH	US	Registered	3/28/96	75080072	2037210	2/11/97
RESINTECH plus design	US	Registered	6/7/16	87063063	5136395	2/7/17
MIST-X	US	Registered	12/14/17	87720597	5519110	7/17/18
RESINTECH	INT'L BUREAU (WIPO)	Registered	6/29/18	1420271	1420271	6/29/18
RESINTECH LOGO	US	Pending	8/3/18	88064035		
ARIES FILTERWORKS	US	Pending	8/3/18	88063991		
No verbal elements	INT'L BUREAU (WIPO)	Pending	1/10/2019	12688		
RESINTECH	INT'L BUREAU (WIPO)	Pending	1/10/2019	12715		