

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629848

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RAVAGO AMERICAS LLC		03/04/2021	Limited Liability Company: DELAWARE
RAVAGO HOLDINGS AMERICA, INC.		03/04/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	800 N. Magnolia Avenue
City:	Orlando
State/Country:	FLORIDA
Postal Code:	32803
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5749913	ASEPOL
Registration Number:	5817410	IN THE BUSINESS OF BETTER
Registration Number:	5459223	INTERNATIONAL POLYMERS CORP.
Registration Number:	5456499	INTERNATIONAL POLYMERS CORPORATION
Registration Number:	5364350	THE CLEAR CHOICE IN RESIN DISTRIBUTION
Registration Number:	5553250	TRISTAR
Registration Number:	5536480	TRIFLAM
Registration Number:	3016348	TRILAC
Registration Number:	3016347	TRIMID

CORRESPONDENCE DATA

Fax Number: 7045032622

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: 7045032600

Email: msheehan@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 300 S. Tryon St., Ste 1700

OP \$240.00 5749913

Address Line 2: Attn: Moira Sheehan
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 18464.015198

NAME OF SUBMITTER: Moira Sheehan

SIGNATURE: /Moira Sheehan/

DATE SIGNED: 03/04/2021

Total Attachments: 6

source=Ravago - Trademark Security Agreement Supplement [Executed]#page1.tif

source=Ravago - Trademark Security Agreement Supplement [Executed]#page2.tif

source=Ravago - Trademark Security Agreement Supplement [Executed]#page3.tif

source=Ravago - Trademark Security Agreement Supplement [Executed]#page4.tif

source=Ravago - Trademark Security Agreement Supplement [Executed]#page5.tif

source=Ravago - Trademark Security Agreement Supplement [Executed]#page6.tif

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement Supplement”) is made this 4th day of March, 2021, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns, if any, in such capacity, “Agent”).

WITNESSETH:

WHEREAS, BLUE TREE HOLDINGS, INC., a Delaware corporation (“US Holdco”), BAMBERGER POLYMERS CORP., a Delaware corporation (“Bamberger”), and RAVAGO HOLDINGS AMERICA, INC., a Delaware corporation (“RHA”, and together with US Holdco and Bamberger, each individually, a “Borrower” and, collectively, the “Borrowers”) entered into that certain Second Amended and Restated Term Loan Agreement dated as of March 4, 2021, by and among the Borrowers, the Lenders from time to time party thereto (each a “Lender” and collectively, the “Lender Group”), Wells Fargo Securities, LLC, as sole bookrunner and sole lead arranger and Agent (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Second Amended and Restated Security Agreement, dated as of March 4, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, Grantors, the other grantors named therein and Agent are parties to that certain Trademark Security Agreement, dated as of December 20, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the “Trademark Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors and Agent desire to supplement the Trademark Security Agreement as set forth herein;

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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement Supplement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its United States Trademarks and United States Trademarks subject to Intellectual Property Licenses to which it is a party including those referred to on the Supplement to Schedule I attached hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each United States Trademark and each United States Trademark subject to Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SUPPLEMENT TO SCHEDULE I OF TRADEMARK SECURITY AGREEMENT. Schedule I of the Trademark Security Agreement is hereby supplemented by the Supplement to Schedule I attached hereto and incorporated herein by reference.

4. INCORPORATION OF TRADEMARK SECURITY AGREEMENT. The Trademark Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

5. COUNTERPARTS. This Trademark Security Agreement Supplement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement Supplement. Delivery of an executed counterpart of this Trademark Security Agreement Supplement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement Supplement. Any party delivering an executed counterpart of this Trademark Security Agreement Supplement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement Supplement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement Supplement.

6. CONSTRUCTION. This Trademark Security Agreement Supplement is a Loan Document. Unless the context of this Trademark Security Agreement Supplement 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 Supplement refer to this Trademark Security Agreement Supplement as a whole and not to any particular provision of this Trademark Security Agreement Supplement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement Supplement 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). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall be construed in a manner consistent with the terms of

Section 1.4 of the Credit Agreement, the applicable terms of which are incorporated herein by this reference, *mutatis mutandis*. 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.

7. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

8. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE SOUTHERN DISTRICT OF THE STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 8.

9. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.


10. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Agent, pursuant to this Trademark Security Agreement Supplement and the exercise of any right or remedy by the Agent hereunder, are subject to the provisions of that certain Second Amended and Restated Intercreditor Agreement dated as of March 4, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Wells Fargo Capital Finance, LLC, as Initial ABL Agent (as defined in the Intercreditor Agreement), and Wells Fargo Bank, National Association, as Initial Term Loan Agent (as defined in the Intercreditor Agreement), the Common Collateral Agent (as defined in the Intercreditor Agreement), and the Grantors (as defined in the Intercreditor Agreement) from time to time party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement Supplement, including, without limitation, regarding the control of certain Collateral by Initial ABL Agent or the Initial Term Loan Agent, the terms of the Intercreditor Agreement shall govern and control.

[Continued on following page.]

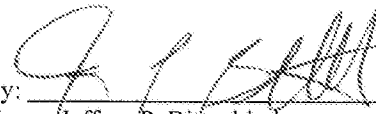
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement Supplement to be executed and delivered as of the day and year first above written.

GRANTOR(S):

RAVAGO AMERICAS LLC, a Delaware limited liability company

By: 
Name: Jeffrey P. Bittenbinder
Title: Chief Financial Officer and Treasurer


RAVAGO HOLDINGS AMERICA, INC., a Delaware corporation

By: 
Name: Jeffrey P. Bittenbinder
Title: Chief Financial Officer and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: 
Name: Paul Richards
Title: Senior Vice President

SUPPLEMENT TO SCHEDULE I

TRADEMARK REGISTRATIONS/APPLICATIONS

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Application / Registration No.</u>	<u>Application / Registration Date</u>
Ravago Americas LLC	US	ASEPOL	5749913	5/14/2019
Ravago Americas LLC	US	IN THE BUSINESS OF BETTER	5817410	7/30/2019
Ravago Americas LLC	US	INTERNATIONAL POLYMERS CORP.	5459223	5/1/2018
Ravago Americas LLC	US	INTERNATIONAL POLYMERS CORPORATION	5456499	5/1/2018
Ravago Americas LLC	US	THE CLEAR CHOICE IN RESIN DISTRIBUTION	5364350	12/26/2017
Ravago Americas LLC	US	TRISTAR	5553250	9/4/2018
RAVAGO HOLDINGS AMERICA, INC.	US	TRIFLAM	5536480	8/7/2018
Ravago Americas LLC	US	TRILAC	3016348	11/15/2005
Ravago Americas LLC	US	TRIMID	3016347	11/15/2005

TRADE NAMES

COMMON LAW TRADEMARKS

TRADEMARKS NOT CURRENTLY IN USE

TRADEMARK LICENSES