

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM650895

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Avon Plastics, Inc.		04/30/2021	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Associated Bank, National Association, as administrative agent		
<b>Street Address:</b>	45 South Seventh Street, Suite 2900		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5467479	MASTER MARK	
<b>Registration Number:</b>	5703924	QUIX INTERLOCKING TILE	
<b>Registration Number:</b>	4809182	ARMADILLO TILE	
<b>Registration Number:</b>	4464908	MASTER GARDENERS	
<b>Registration Number:</b>	4256341	ARMADILLO	
<b>Registration Number:</b>	3019992	MASTER GARDENER	
<b>Registration Number:</b>	2874149	THE CONTRACTOR	
<b>Registration Number:</b>	2375954	RHINO DECK	
<b>Registration Number:</b>	2221991	ZIP EDGE	
<b>Registration Number:</b>	1822796	EDGEMASTER	
<b>Registration Number:</b>	1508159	MASTER MARK	
<b>Registration Number:</b>	6020487	GRID AXCENTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123408827		
<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>			
<b>Phone:</b>	612.492.6819		
<b>Email:</b>	ip.docket@dorsey.com		
<b>Correspondent Name:</b>	Evan P. Everist		
<b>Address Line 1:</b>	Dorsey & Whitney LLP		
<b>TRADEMARK</b>			

OP \$315.00 5467479

**Address Line 2:** 50 South Sixth Street, Suite 1500  
**Address Line 4:** Minneapolis, MINNESOTA 55402-1398

**ATTORNEY DOCKET NUMBER:** 455810-00032

**NAME OF SUBMITTER:** Evan Everist

**SIGNATURE:** /Evan Everist/

**DATE SIGNED:** 06/01/2021

**Total Attachments: 6**

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## **Confirmatory Grant of Security Interest in Trademarks**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is made effective as of April 30, 2021, by and from the grantor party hereto (the "Grantor"), to and in favor of ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association, as administrative agent (in such capacity, the "Administrative Agent") for the benefit of the Secured Parties (as defined in the Credit Agreement defined below).

WHEREAS, the Grantor has granted security interests to the Administrative Agent for the benefit of the Secured Parties under the Amended and Restated Loan and Security Agreement dated as of April 30, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which trademarks are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Administrative Agent for the benefit of the Secured Parties under the Credit Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Credit Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Administrative Agent shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor (at Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, except for any application to register any trademark or service mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark or service mark;

(c) Unless and until an Event of Default shall occur and be continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

AVON PLASTICS, INC.

By: 

Name: Nicholas J. Demuth.


Title: President


[Signature Page to Confirmatory Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 007312 FRAME: 0005**

Exhibit A - SCHEDULE OF TRADEMARKS

United States Trademarks:

Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date
MASTER MARK 	REGISTERED Use Application - Amended Intent to Use - Amended Color Drawing Filed Color Drawing Currently	87551665	01-AUG-2017	5467479	15-MAY- 2018
QUIX INTERLOCKING TILE	REGISTERED Intent to Use - Filed Intent to Use - Amended	87389333	28-MAR- 2017	5703924	19-MAR- 2019
ARMADILLO TILE	REGISTERED Intent to Use - Filed Intent to Use - Amended	86088902	10-OCT-2013	4809182	08-SEP-2015

MASTER GARDENERS	REGISTERED Use Application - Amended Intent to Use - Amended	85797603	07-DEC-2012	4464908	14-JAN-2014
ARMADILLO	REGISTERED Use Application - Amended Intent to Use - Amended	85466280	07-NOV-2011	4256341	11-DEC-2012
MASTER GARDENER	RENEWED (REGISTERED) Use Application - Amended Intent to Use - Amended	78405567	21-APR-2004	3019992	29-NOV- 2005
THE CONTRACTOR	RENEWED (REGISTERED) Section 2(F) Use Application - Amended Intent to Use - Amended	76552449	29-SEP-2003	2874149	17-AUG- 2004
					
RHINO DECK	RENEWED (REGISTERED) Intent to Use - Filed Intent to Use - Amended	75530403	04-AUG-1998	2375954	08-AUG- 2000

ZIP EDGE	RENEWED (REGISTERED) Intent to Use - Filed Intent to Use - Amended	75261123	20-MAR- 1997	2221991	02-FEB-1999
EDGEMASTER	RENEWED (REGISTERED) Use Application - Amended Intent to Use - Amended	74396276	01-JUN-1993	1822796	22-FEB-1994
MASTER MARK	RENEWED (REGISTERED) Use Application - Amended Intent to Use - Amended	73612930	04-AUG-1986	1508159	11-OCT-1988
GRID AXCENTS	REGISTERED Intent to Use - Filed Intent to Use - Amended	88470075	12-JUN-2019	6020487	24-MAR- 2020

TRADEMARK

REEL: 007312 FRAME: 0008

RECORDED: 06/01/2021