

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681597

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Revolution Consumer Solutions (CA), LLC		10/15/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as Collateral Agent		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 1000		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5501050	DELIVER SAFE	
Registration Number:	4419608	ENVIROSHEETS	
Registration Number:	6506306	T2	
Registration Number:	6391605	SOFTTOTE	
Registration Number:	6460286	SHER-FIT	
Registration Number:	6215723	SHER LINER	
Registration Number:	6215725	SHER-MITT	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP C/O ANGELA M. AMARU		
Address Line 1:	1271 AVENUE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	058913-0041		
NAME OF SUBMITTER:	Angela M. Amaru		

CH \$190.00 5501050

SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	10/18/2021
Total Attachments: 8 source=Revolution - Trademark Security Agreement Executed (127098417.1)#page1.tif source=Revolution - Trademark Security Agreement Executed (127098417.1)#page2.tif source=Revolution - Trademark Security Agreement Executed (127098417.1)#page3.tif source=Revolution - Trademark Security Agreement Executed (127098417.1)#page4.tif source=Revolution - Trademark Security Agreement Executed (127098417.1)#page5.tif source=Revolution - Trademark Security Agreement Executed (127098417.1)#page6.tif source=Revolution - Trademark Security Agreement Executed (127098417.1)#page7.tif source=Revolution - Trademark Security Agreement Executed (127098417.1)#page8.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”) dated October 15, 2021 is made by the Persons listed on the signature pages hereof (the “**Pledgors**”) in favor of Capital One, National Association, as collateral agent (together with its permitted successors in such capacity the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, REVOLUTION SUSTAINABLE SOLUTIONS LLC, a Delaware limited liability company (the “**Borrower**”), has entered into a Credit Agreement, dated as of October 15, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with REVOLUTION SUSTAINABLE SOLUTIONS INTERMEDIATE HOLDINGS LLC, a Delaware limited liability company (“**Holdings**”), CAPITAL ONE, NATIONAL ASSOCIATION, as the Administrative Agent, Revolver Agent and Collateral Agent, Unitranche Loan Transaction II, LLC and the Lenders party thereto.

WHEREAS, as a condition precedent to the making of the Term Loans by the Lenders under the Credit Agreement, each Pledgor has executed and delivered that certain Pledge and Security Agreement, dated October 15, 2021, by Holdings, the Borrower, the Pledgor, the other grantors party thereto from time to time and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Pledgor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, all Trademarks of the Pledgor, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and any other appropriate domestic governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor agrees as follows:

- (1) Grant of Security. The Pledgor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Pledgor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired (the “**Collateral**”):
 - (a) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto to the extent that, and so long as creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein, and such trademarks shall not be set forth in Schedule A), together with the goodwill symbolized thereby (the “**Trademarks**”);
 - (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights

corresponding thereto throughout the world and all other rights of any kind whatsoever of such Pledgor accruing thereunder or pertaining thereto;

- (c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach 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
- (d) 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, or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to, and the term "Collateral," shall not include any lease, license or other agreement to the extent that (and only for so long as) a grant of a security interest therein would violate or invalidate such lease, license, or agreement, or create a right of termination in favor of any other party thereto (other than any Pledgor), in each case to the extent not rendered unenforceable pursuant to applicable provisions of the UCC or other applicable law, provided, that the Collateral includes proceeds and receivables of any property excluded under the foregoing proviso, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition; provided further that, notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to any Excluded Assets.

(2) Security for Obligations. The grant of a security interest in, the Collateral by the Pledgor under this Trademark Security Agreement secures the payment of all Obligations of such Pledgor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to the Pledgor, the payment of all amounts that constitute part of the Secured Obligations (as defined in the Security Agreement) that would be owed by such Pledgor to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

(3) Termination. Upon the occurrence of the events described in Section 9.11(a)(i) of the Credit Agreement, 9.11(b) of the Credit Agreement (with respect to any Grantor) or any subclause of 9.11(a) of the Credit Agreement (with respect to any individual item of Collateral), the applicable security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the applicable Collateral under this Trademark Security Agreement all in accordance with the terms of the Credit Agreement and the Security Agreement.

(4) Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

(5) Execution in Counterparts. This Trademark Security Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other

electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

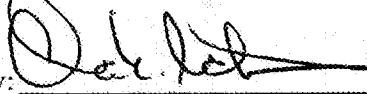
(6) Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth therein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

(7) Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Security Agreement to be duly executed and delivered by their respective officer thereunto duly authorized as of the date first above written.

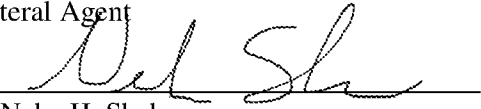
**DELTA PLASTICS OF THE SOUTH, LLC
REVOLUTION CONSUMER SOLUTIONS (CA),
LLC
REVOLUTION COMMERCIAL SOLUTIONS
(AR), LLC
FIVE POINTS FILM, LLC
REVOLUTION SUSTAINABLE SOLUTIONS LLC
REVOLUTION CONSUMER SOLUTIONS (TX),
LLC
REVOLUTION MATERIALS (IN), LLC**

By: 

Name: Charles "Chip" E. Schneider
Title: Chief Financial Officer

[Signature page to Trademark Security Agreement]

CAPITAL ONE, NATIONAL ASSOCIATION,
as Collateral Agent

By: 

Name: Neha H. Shah

Title: Duly Authorized Signatory

Schedule A to the Trademark Security Agreement

Trademark	Registration No.	Registration Date	Status	Owner of Record
COMMAND PACKAGING Design	4662548	12/30/2014	Registered	Delta Plastics of the South, LLC
COMMAND PACKAGING	4167011	7/3/2012	Registered	Delta Plastics of the South, LLC
RESTAURANTBAGSCOM Design	3892514	12/21/2010	Registered	Delta Plastics of the South, LLC
RESTAURANTBAGS.COM Design	3391433	3/4/2008	Registered	Delta Plastics of the South, LLC
SMARTER BAGS REUSABLE Design	4457905	12/31/2013	Registered	Delta Plastics of the South, LLC
AMERITOTE Design	3148656	9/26/2006	Registered	Delta Plastics of the South, LLC
DELIVERSAFE Design	5501050	6/26/2018	Registered	Revolution Consumer Solutions (CA), LLC
ENCORE RECYCLING Design	4559701	7/1/2014	Registered	Delta Plastics of the South, LLC
HERCULES Stylized	4721646	4/14/2015	Registered	Revolution Commercial Solutions (AR), LLC
R REVOLUTION BAG Design	4688463	2/15/2015	Registered	Revolution Commercial Solutions (AR), LLC
I LOVE CALI Design	4527885	5/13/2014	Registered	Delta Plastics of the South, LLC
ENCORE STONE Design	3997141	7/19/2011	Registered	Delta Plastics of the South, LLC
ENCORE Design	3885380	12/7/2010	Registered	Delta Plastics of the South, LLC
REUSABLE Design	3930465	3/15/2011	Registered	Delta Plastics of the South, LLC
YOUR RESTAURANT HAS AN IMAGE.... YOUR BAGS SHOULD TOO.	3519692	10/21/2008	Registered	Delta Plastics of the South, LLC
100% RECYCLABLE MADE IN USA REUSABLE Design	3523727	10/28/2008	Registered	Delta Plastics of the South, LLC
ENJOY ! RE-USE & RECYCLE GIVE EARTH A SECOND CHANGE Design	3449289	6/17/2008	Registered	Delta Plastics of the South, LLC
ENCORE Design	3461026	7/8/2008	Registered	Delta Plastics of the South, LLC
CARRYOUT CAFÉ SERVING THE UTLIMATE CARRYOUT BAG Design	2777660	10/28/2003	Registered	Delta Plastics of the South, LLC

GREAT TO GO DISTINCTIVE CARRYOUT BAGS Design	2631108	10/8/2002	Registered	Delta Plastics of the South, LLC
PLASTIC PLUS + Stylized	2648451	11/12/2002	Registered	Delta Plastics of the South, LLC
SUPER SATIN Design	2318712	2/15/2000	Registered	Delta Plastics of the South, LLC
SUPER WAVE Stylized	2314052	2/1/2000	Registered	Delta Plastics of the South, LLC
SUPER GLOSS Design	2314053	2/1/2000	Registered	Delta Plastics of the South, LLC
CUSTOM BAG EXPRESS	2999379	9/20/2005	Registered	Delta Plastics of the South, LLC
DAILY GOOD BAGS	6060721	5/19/2020	Registered	Delta Plastics of the South, LLC
REVOLUTION	97029540	9/15/2021	Application	Delta Plastics of the South, LLC
REVOLUTION BELIEVE IN BETTER PLASTICS	6137363	8/25/2020	Registered	Delta Plastics of the South, LLC
REVOLUTION PLASTICS	6137364	8/25/2020	Registered	Delta Plastics of the South, LLC
DELTA DIAMOND	5957545	1/7/2020	Registered	Delta Plastics of the South, LLC
ENVIROSHEETS	4419608	10/15/2013	Registered	Revolution Consumer Solutions (CA), LLC
PLANTASTIC	4441069	11/26/2013	Registered	Revolution Consumer Solutions (TX), LLC
PAK-SHER	4681671	2/3/2015	Registered	Revolution Consumer Solutions (TX), LLC
QUICKSHEETS	1180159	12/1/1981	Registered	Revolution Consumer Solutions (TX), LLC
SHER-ZIP	1756825	3/9/1993	Registered	Revolution Consumer Solutions (TX), LLC
ORIGINAL WAVE BAG	2948948	5/10/2005	Registered	Revolution Consumer Solutions (TX), LLC
BAGS FOR BUCKS	2610739	8/20/2002	Registered	Revolution Materials (IN), LLC
AB STRETCH	6367547	6/1/2021	Registered	Five Points Film, LLC
ELITE	6331679	4/27/2021	Registered	Five Points Film, LLC
FIERCE	6367550	6/1/2021	Registered	Five Points Film, LLC
FIVE POINTS FILM	6331872	4/27/2021	Registered	Five Points Film, LLC
IMPACT CLASSIC	6331678	4/27/2021	Registered	Five Points Film, LLC
IMPACT PRO	6331677	4/27/2021	Registered	Five Points Film, LLC
IMPACT ULTRA	6331676	4/27/2021	Registered	Five Points Film, LLC
TITAN WRAP	6367548	6/1/2021	Registered	Five Points Film, LLC
PIPE PLANNER EFFICIENT IRRIGATION MANAGEMENT	90877017	8/11/2021	Application	Revolution Sustainable Solutions, LLC
PIPE PLANNER EFFICIENT IRRIGATION MANAGEMENT	90877187	8/11/2021	Application	Revolution Sustainable Solutions, LLC

FROM DELTA PLASTICS				
REVOLUTION BAG	90875580	8/10/2021	Application	Revolution Sustainable Solutions, LLC
REVOLUTION'S HALF MILE	90674390	4/27/2021	Application	Delta Plastics of the South, LLC
REVOLUTION HALF MILE	90674454	4/27/2021	Application	Delta Plastics of the South, LLC
T2	6506306	10/5/2021	Registered	Revolution Consumer Solutions (CA), LLC
SOFTTOTE	6391605	6/15/2021	Registered	Revolution Consumer Solutions (CA), LLC
SHER-FIT	6460286	8/24/2021	Registered	Revolution Consumer Solutions (CA), LLC
SHER LINER	6215723	12/8/2020	Registered	Revolution Consumer Solutions (CA), LLC
SHER-MITT	6215725	12/8/2020	Registered	Revolution Consumer Solutions (CA), LLC
CATER-AID	6318481	4/13/2021	Registered	Revolution Consumer Solutions (TX), LLC
ECOMAX	6296803	3/16/2021	Registered	Delta Plastics of the South, LLC
SEAWAVE	6323448	4/13/2021	Registered	Delta Plastics of the South, LLC
HALF MILE	6115332	7/28/2020	Registered	Delta Plastics of the South, LLC
Design Only	6089873	6/30/2020	Registered	Delta Plastics of the South, LLC
SPOTTER	6456342	8/17/2021	Registered	Delta Plastics of the South, LLC
REVOLUTION	6137362	8/25/2020	Registered	Delta Plastics of the South, LLC