

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM685884

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACF FINCO I LP		11/03/2021	Limited Partnership: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	New Wincup Holdings, Inc.
<b>Street Address:</b>	4640 Lewis Road
<b>City:</b>	Stone Mountain
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30083
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	WinCup Plasitcs, Inc.
<b>Street Address:</b>	4640 Lewis Road
<b>City:</b>	Stone Mountain
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30083
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	1705064	SIMPLICITY
Registration Number:	1811558	PROFIT PALS
Registration Number:	2321795	I AMERICA
Registration Number:	1768085	ON THE GO
Registration Number:	2454020	CAFE ULTIMA
Registration Number:	2513873	
Registration Number:	1540541	THE BIG COOL
Registration Number:	0926058	STYROCONTAINERS
Registration Number:	3133731	WINCUP
Registration Number:	2218783	
Registration Number:	2089396	WINCUP
Registration Number:	4068011	ON THE GO
Registration Number:	4289419	VIO

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4447740	CARDINAL
Registration Number:	5739351	VIO
Serial Number:	88479963	PHADE
Serial Number:	88619772	PHADE OCEAN FRIENDLY MARINE BIODEGRADABL
Registration Number:	6160285	PHADE OCEAN FRIENDLY MARINE BIODEGRADABL
Serial Number:	88619790	PHADE
Registration Number:	6160283	PHADE
Registration Number:	6210706	JAVA CAFÉ
Registration Number:	6211126	AMERICAN MUSCLE
Registration Number:	6132170	PHADE
Serial Number:	88921210	PHADE
Serial Number:	88921199	PHADE
Serial Number:	88921186	PHADE OCEAN FRIENDLY MARINE BIODEGRADABL

**CORRESPONDENCE DATA**

Fax Number: 2029068669

*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: 202.906.8611

Email: tm@dykema.com

Correspondent Name: Eric T. Fingerhut

Address Line 1: 1301 K Street, N.W., Suite 1100 West

Address Line 4: Washington, D.C. 20005

<b>NAME OF SUBMITTER:</b>	Marsha G. Gentner
<b>SIGNATURE:</b>	/Marsha G. Gentner/
<b>DATE SIGNED:</b>	11/04/2021

**Total Attachments: 6**

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## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This Release of Security Interest in Trademarks, dated as of November 3, 2021 (the "Trademark Security Release"), is made by ACF FINCO I LP, a Delaware limited partnership, in its capacity as agent (the "Agent") under that certain Trademark Security Agreement, dated as of September 8, 2020 (the "Trademark Security Agreement") by and among WINCUP PLASTICS, INC. and NEW WINCUP HOLDINGS, INC. (collectively, the "Grantors") and the Agent. Except as otherwise provided herein, capitalized terms used herein but not otherwise defined have the meanings set forth (or incorporated) in the Trademark Security Agreement.

WHEREAS, pursuant to the Trademark Security Agreement, which was recorded in the records of the Trademark Division of the United States Patent and Trademark Office ("USPTO") on September 10, 2020 at reel 7048 frame 0286, the Grantors granted to the Agent, a continuing security interest in all of Grantors' right, title and interest in and to the Trademark Collateral;

WHEREAS, the Grantors have requested and the Agent has agreed to provide a document suitable for recording with the USPTO evidencing and effecting the release, relinquishment and discharge of its security interest and lien on all Grantors' right, title and interest in, to and under the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent does hereby agree as follows:

For purposes of this Trademark Security Release, "Trademark Collateral" means the following, whether existing as of the date of the Trademark Security Agreement or thereafter created or acquired all of the Grantors' right, title and interest in, to and under all the following Collateral of Grantors:

- (a) all Trademarks and applications thereof, including those listed on Schedule I attached hereto;
- (b) all goodwill associated with the foregoing; and
- (c) all proceeds of any and all of the foregoing.

The Agent, in each case, without recourse, representation or warranty of any kind whatsoever, does hereby terminate, release and discharge (a) the Trademark Security Agreement, (b) the liens and security interest created under the Trademark Security Agreement in the Trademark Collateral, and (c) the entirety of its security interest in all of Grantors' right, title and interest in, to and under the Trademark Collateral and any such right, title and interest of the Agent, if any, shall hereby terminate, cease and become void.

This Trademark Security Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof that would result in the application of any other law.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the party hereto has caused this Release of Security Interest in Trademarks to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above first written.

ACF FINCO I LP,  
in its capacity as Agent

By: 

Name: JOHN J. NOONAN

Title: DULY AUTHORIZED SIGNATORY

**SCHEDULE I**

**Trademark Registrations/Applications**

<b>Name of Grantor</b>	<b>Mark Description</b>	<b>Status</b>	<b>Filed</b>	<b>App. No.</b>	<b>Registered</b>	<b>Reg. No.</b>
New WinCup Holdings, Inc.	SIMPLICITY	Registered	11/25/1991	74/225,247	8/4/1992	1,705,064
New WinCup Holdings, Inc.	PROFIT PALS	Registered	10/18/1991	74/213,231	12/14/1993	1,811,558
New WinCup Holdings, Inc.	I HEART AMERICA & DESIGN	Registered	4/1/1999	75/672,406	2/22/2000	2,321,795
New WinCup Holdings, Inc.	ON-THE-GO	Registered	10/31/1990	74/111,160	4/27/1993	1,768,085
New WinCup Holdings, Inc.	CAFE ULTIMA	Registered	8/9/1999	75/771,931	5/22/2001	2,454,020
New WinCup Holdings, Inc.	SIMPLICITY DESIGN	Registered	7/20/1999	75/755,981	12/4/2001	2,513,873
New WinCup Holdings, Inc.	THE BIG COOL	Registered	10/17/1988	73/760,516	5/23/1989	1,540,541
New WinCup Holdings, Inc.	STYROCONTAINERS	Registered	2/4/1992	72/332,807	12/28/1991	926,058
New WinCup Holdings, Inc.	WINCUP	Registered	9/16/2003	78/300,816	8/22/2006	3,133,731
New WinCup Holdings, Inc.	W DESIGN	Registered	12/5/1997	75/400,500	1/19/1999	2,218,783
New WinCup Holdings, Inc.	WINCUP	Registered	11/12/1996	75/196,852	8/19/1997	2,089,396
New WinCup Holdings, Inc.	ON-THE-GO (EXPANDED GOODS)	Registered	2/27/2006	78/824,406	12/6/2011	4068011

Name of Grantor	Mark Description	Status	Filed	App. No.	Registered	Reg. No.
New WinCup Holdings, Inc.	VIO	Registered	6/3/2010	85/054107	2/12/2013	4289419
WinCup Plastics, Inc.	CARDINAL & Design	Registered	4/29/2013	85917941	12/10/2013	4447740
New WinCup Holdings, Inc.	VIO (word) in Canada	Filed	9/19/2018	1920729		
New WinCup Holdings, Inc.	VIO (word) in Colombia Class 20	Registered	9/19/2018	SD2018/0075668	11/13/2019	632779
New WinCup Holdings, Inc.	VIO (word) in Colombia Class 21	Registered	9/19/2018	SD2018/0075673	11/13/2019	632789
New WinCup Holdings, Inc.	VIO (word) in MX in Class 20	Pending	9/21/2018	2103256		
New WinCup Holdings, Inc.	VIO (word) in MX in Class 21	Pending	9/21/2018	2103262		
New WinCup Holdings, Inc.	VIO and Design in US	Registered	9/21/2018	88127353	4/30/2019	5,739,351
New WinCup Holdings, Inc.	VIO and Design in Canada	Filed	9/19/2018	1920730		
New WinCup Holdings, Inc.	PHADE Class 8 & 20	Allowed	6/19/2019	88479963		
New WinCup Holdings, Inc.	OCEAN FRIENDLY MARINE BIODEGRADABLE PHADE LOGO Cl 8 & 20	Allowed	9/17/2019	88619772		
New WinCup Holdings, Inc.	OCEAN FRIENDLY MARINE BIODEGRADABLE PHADE LOGO Cl. 21	Registered	9/17/2019	88978587	9/22/2020	6160285
New WinCup Holdings, Inc.	PHADE LOGO Cl. 8 & 20	Allowed	9/17/2019	88619790		
New WinCup Holdings, Inc.	PHADE LOGO Cl. 21	Registered	9/17/2019	88978585	9/22/2020	6160283

Name of Grantor	Mark Description	Status	Filed	App. No.	Registered	Reg. No.
New WinCup Holdings, Inc.	PHADE - Madrid	Registered	12/19/2019	A00922672	12/19/2019	1509816
New WinCup Holdings, Inc.	PHADE Madrid Canada	Filed	12/19/2019	2007722	12/19/2019	
New WinCup Holdings, Inc.	PHADE Madrid MX Class 8	Filed	12/19/2019	2321139	12/19/2019	
New WinCup Holdings, Inc.	PHADE Madrid MX Class 20	Filed	12/19/2019	2321140	12/19/2019	
New WinCup Holdings, Inc.	PHADE Madrid MX Class 21	Filed	12/19/2019	2321141	12/19/2019	
New WinCup Holdings, Inc.	OCEAN FRIENDLY MARINE BIODEGRADABLE PHADE LOGO Madrid	Registered	1/22/2020	A0093464	1/22/2020	1524277
New WinCup Holdings, Inc.	OCEAN FRIENDLY MARINE BIODEGRADABLE PHADE LOGO Madrid -Canada	Filed	1/22/2020	2021680		
New WinCup Holdings, Inc.	OCEAN FRIENDLY MARINE BIODEGRADABLE PHADE LOGO Madrid MX Class 8	Filed	1/22/2020	2370049		
New WinCup Holdings, Inc.	OCEAN FRIENDLY MARINE BIODEGRADABLE PHADE LOGO Madrid MX Class 20	Filed	1/22/2020	2370050		
New WinCup Holdings, Inc.	OCEAN FRIENDLY MARINE BIODEGRADABLE PHADE LOGO Madrid MX Class 21	Filed	1/22/2020	2370051		
New WinCup Holdings, Inc.	PHADE LOGO Madrid	Registered	2/21/2020	A0094455	2/21/2020	1526047
New WinCup Holdings, Inc.	PHADE Logo Madrid Canada	Filed	2/21/2020	2022861		
New WinCup Holdings, Inc.	PHADE Logo Madrid MX Class 8	Filed	2/21/2020	2371404		

Name of Grantor	Mark Description	Status	Filed	App. No.	Registered	Reg. No.
New WinCup Holdings, Inc.	PHADE Logo Madrid MX Class 20	Filed	2/21/2020	2371405		
New WinCup Holdings, Inc.	PHADE Logo Madrid MX Class 21	Filed	2/21/2020	2371406		
New WinCup Holdings, Inc.	Java Café	Registered	5/13/2020	88913740	12/1/2020	6210706
New WinCup Holdings, Inc.	American Muscle (Stylized)	Registered	5/13/2020	88934702	12/1/2020	6211126
New WinCup Holdings, Inc.	PHADE Cl. 21	Registered	6/19/2019	88978068	8/18/2020	6132170
New WinCup Holdings, Inc.	PHADE (II)	Filed	5/18/2020	88921210		
New WinCup Holdings, Inc.	PHADE & Design (II)	Filed	5/18/2020	88921199		
New WinCup Holdings, Inc.	PHADE OCEAN FRIENDLY & Design (II)	Filed	5/18/2020	88921186		

TRADEMARK

REEL: 007484 FRAME: 0432

RECORDED: 11/04/2021