

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694350

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|-----------------------------------|--|------------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Notice of Grant of Security Interest in Trademarks | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| DAVIS-STANDARD, LLC | | 12/10/2021 | Limited Liability Company: DELAWARE |
| THERMOFORMING SYSTEMS, LLC | | 12/10/2021 | Limited Liability Company: WASHINGTON |
| RECEIVING PARTY DATA | | | |
| Name: | BANK OF MONTREAL, as Collateral Agent | | |
| Street Address: | 250 Yonge Street, 11th Floor | | |
| Internal Address: | c/o BMO Financial Group | | |
| City: | Toronto | | |
| State/Country: | CANADA | | |
| Postal Code: | M5B 2L7 | | |
| Entity Type: | Bank: CANADA | | |
| PROPERTY NUMBERS Total: 39 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5003688 | DSX MED-TUBE | |
| Registration Number: | 5003687 | DSX MED-TUBE | |
| Registration Number: | 4988987 | DSX S-TRETCH | |
| Registration Number: | 4988988 | DSX S-TRETCH | |
| Registration Number: | 4161074 | EX-M-PLAR | |
| Registration Number: | 3102679 | ALTERNATE POLYMER | |
| Registration Number: | 4337869 | BLACK CLAWSON CONVERTING MACHINERY | |
| Registration Number: | 4337867 | CLIPPER MACHINES | |
| Registration Number: | 627776 | DAVIS-STANDARD | |
| Registration Number: | 2351805 | DAVIS-STANDARD | |
| Registration Number: | 6349156 | | |
| Registration Number: | 1870326 | D-S | |
| Registration Number: | 667385 | D-S | |
| Registration Number: | 4877903 | DSX | |
| Registration Number: | 4877913 | DSX | |
| Registration Number: | 5054913 | DSX FLEX-PACK | |

OP \$990.00 5003688

| Property Type | Number | Word Mark |
|----------------------|----------|----------------|
| Registration Number: | 5054912 | DSX FLEX-PACK |
| Registration Number: | 1982511 | EPIC II |
| Registration Number: | 6002533 | EPIC III |
| Registration Number: | 1004475 | FIBERMASTER |
| Registration Number: | 1488149 | GEARTRUDER |
| Registration Number: | 892872 | HARREL |
| Registration Number: | 4374641 | KILLION |
| Registration Number: | 1416426 | MARK V |
| Registration Number: | 4374646 | MERRITT |
| Registration Number: | 2039733 | NRM EXTRUSION |
| Registration Number: | 800946 | PELLETOR |
| Registration Number: | 2388242 | POLYCYCLE |
| Registration Number: | 1692437 | SCRAPPER |
| Registration Number: | 4374943 | STERLING |
| Registration Number: | 2902438 | SUPER BLUE |
| Registration Number: | 700482 | THERMATIC |
| Registration Number: | 1298602 | TUBE-TROL |
| Registration Number: | 3272017 | XP EXPRESS |
| Serial Number: | 90184809 | EGAN |
| Serial Number: | 90059134 | DS ACTIV-CHECK |
| Serial Number: | 90059232 | DS-ACTIV |
| Registration Number: | 2924334 | LOW FLEX |
| Registration Number: | 2980759 | TSL |

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20036

| | |
|--------------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 1548985 TM |
| NAME OF SUBMITTER: | Theresa Volano |
| SIGNATURE: | /Theresa Volano/ |
| DATE SIGNED: | 12/13/2021 |

Total Attachments: 6

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Notice of Grant of Security Interest in Intellectual Property

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of December 10, 2021 (this “Notice”), made by (i) DAVIS-STANDARD, LLC, a Delaware limited liability company and (ii) THERMOFORMING SYSTEMS, LLC, a Washington limited liability company (collectively, the “Pledgors” and, each individually, a “Pledgor”), in favor of BANK OF MONTREAL, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement, dated as of December 10, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among GCM GARNET MERGER SUB, INC., a Delaware corporation (the “Initial Borrower”), which upon consummation of the Acquisition will be merged with and into DS PARENT, INC., a Delaware corporation (the “Company” together with the Initial Borrower following consummation of the Acquisition, and together with their successors and assigns, the “Borrower”), each Subsidiary of the Borrower identified therein and Bank of Montreal, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”): all Trademarks of the United States of America, including those listed on Schedule I; provided, however, that the foregoing pledge and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts.* This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile


or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

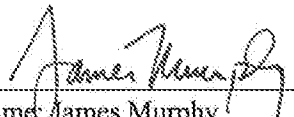
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

DAVIS-STANDARD, LLC

By: 
Name: James Murphy
Title: Chief Executive Officer and
President

THERMOFORMING SYSTEMS, LLC

By: 
Name: James Murphy
Title: Chief Executive Officer and
President

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

BANK OF MONTREAL,
as Collateral Agent,

By: 
Name: Charlie Fox
Title: Director

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Davis-Standard, LLC

U.S. Trademark Registrations

| <u>Mark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|---------------------------------------|-------------------------|--------------------------|
| DSX MED-TUBE (design) | 5003688 | 19-JUL-2016 |
| DSX MED-TUBE (word) | 5003687 | 19-JUL-2016 |
| DSX S-TRETCH | 4988987 | 28-JUN-2016 |
| DSX S-TRETCH (design) | 4988988 | 28-JUN-2016 |
| EX-M-PLAR | 4161074 | 19-JUN-2012 |
| ALTERNATE POLYMER | 3102679 | 13-JUN-2006 |
| BLACK CLAWSON CONVERTING MACHINERY | 4337869 | 21-MAY-2013 |
| CLIPPER MACHINES | 4337867 | 21-MAY-2013 |
| DAVIS-STANDARD (DESIGN) | 627776 | 29-MAY-1956 |
| DAVIS-STANDARD (WORD) | 2351805 | 23-MAY-2000 |
| Double Chevron (D) | 6349156 | 11-MAY-2021 |
| D-S (DESIGN) | 1870326 | 27-DEC-1994 |
| D-S IN KEYSTONE (DESIGN) | 667385 | 23-SEP-1958 |
| DSX | 4877903 | 29-DEC-2015 |
| dsX (design) | 4877913 | 29-DEC-2015 |
| DSX FLEX-PACK (Design) | 5054913 | 04-OCT-2016 |
| DSX FLEX-PACK (word) | 5054912 | 04-OCT-2016 |
| EPIC II | 1982511 | 25-JUN-1996 |
| EPIC III | 6002533 | 03-MAR-2020 |
| FIBERMASTER | 1004475 | 11-FEB-1975 |
| GEARTRUDER | 1488149 | 17-MAY-1988 |
| HARREL | 892872 | 16-JUN-1970 |
| KILLION | 4374641 | 30-JUL-2013 |
| MARK V | 1416426 | 11-NOV-1986 |
| MERRITT | 4374646 | 30-JUL-2013 |
| NRM EXTRUSION | 2039733 | 25-FEB-1997 |
| PELLETOR | 800946 | 28-DEC-1965 |

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| POLYCYCLE | 2388242 | 19-SEP-2000 |
| SCRAPPER | 1692437 | 09-JUN-1992 |
| STERLING | 4374943 | 30-JUL-2013 |
| SUPER BLUE | 2902438 | 09-NOV-2004 |
| THERMATIC | 700482 | 05-JUL-1960 |
| TUBE-TROL | 1298602 | 02-OCT-1984 |
| XP EXPRESS | 3272017 | 31-JUL-2007 |

U.S. Trademark Applications

| <u>Mark</u> | <u>Application No.</u> | <u>Filing Date</u> |
|-----------------------|------------------------|--------------------|
| EGAN | 90184809 | 16-SEP-2020 |
| DS ACTIV-CHECK (word) | 90059134 | 17-JUL-2020 |
| DS-ACTIV (Design) | 90059232 | 17-JUL-2020 |

Trademarks Owned by Thermoforming Systems, LLC

U.S. Trademark Registrations

| <u>Mark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|-----------------------------|-------------------------|--------------------------|
| LOW FLEX | 2924334 | 01-FEB-2005 |
| TSL (Thermoforming Systems) | 2980759 | 02-AUG-2005 |

U.S. Trademark Applications

None.