

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM708587

| | | | |
|---|--|----------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| M-Industries, LLC | | 02/11/2022 | Limited Liability Company: MICHIGAN |
| Keyes Fibre Corporation | | 02/11/2022 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | BMO Harris Bank N.A. | | |
| Street Address: | 115 South LaSalle Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 11 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6051203 | M INDUSTRIES | |
| Registration Number: | 6050967 | M INDUSTRIES | |
| Registration Number: | 2543876 | EURO TRAYS | |
| Registration Number: | 0759854 | FUL-VUE | |
| Registration Number: | 0763302 | KEYES | |
| Registration Number: | 0760487 | KEYES | |
| Registration Number: | 2671853 | KEYES | |
| Registration Number: | 2782255 | MARK VI | |
| Registration Number: | 1565981 | SPRING CUSHION | |
| Registration Number: | 3690791 | THE ORIGINAL GREEN COMPANY | |
| Registration Number: | 2293520 | SUPER POCKET | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2127352000 | | |
| <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: | 2127352811 | | |
| Email: | mribando@skadden.com | | |
| Correspondent Name: | Skadden, Arps, Slate, Meagher & Flom LLP | | |

CH \$290.00 6051203

Address Line 1: One Manhattan West
Address Line 2: Monique L. Ribando
Address Line 4: New York, NEW YORK 10001-8602

ATTORNEY DOCKET NUMBER: 217730/2795

NAME OF SUBMITTER: M. Oren Epstein

SIGNATURE: /MOE/

DATE SIGNED: 02/15/2022

Total Attachments: 6

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ABL TRADEMARK SECURITY AGREEMENT

(Trademarks and Trademark Licenses)

ABL TRADEMARK SECURITY AGREEMENT, dated as of February 11, 2022, among M-Industries, LLC, a Michigan limited liability company (“*MI*”), Keyes Fibre Corporation, a Delaware corporation (“*KFC*”), and together with MI, collectively, the “*Grantors*”, each a “*Grantor*”), and BMO Harris Bank N.A., as Collateral Agent.

WHEREAS, each Grantor owns, or in the case of Trademark Licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Trident Intermediate, Inc., a Delaware corporation (“*Holdings*”), Trident TPI Holdings, Inc., a Delaware corporation (the “*Borrower*”), certain Subsidiaries party thereto from time to time, the Lenders party thereto and BMO Harris Bank N.A., as Collateral Agent and Administrative Agent, are parties to an ABL Credit Agreement, dated as of October 17, 2017 (as amended by the First Amendment, dated as of October 17, 2018, the Second Amendment, dated as of August 16, 2021, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, pursuant to (i) an ABL Security Agreement, dated as of October 17, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*ABL Security Agreement*”), among the Borrower, the Guarantors party thereto and BMO Harris Bank N.A., as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “*Grantee*”), and (ii) certain other Security Documents (including this ABL Trademark Security Agreement), each Grantor secures the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of each Grantor, including all right, title and interest of each Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the ABL Security Agreement (or whose definitions are incorporated by reference in Section 1 of the ABL Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the ABL Security Agreement, each Grantor hereby grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of each Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “*Trademark Collateral*”), whether now owned or existing or hereafter acquired or arising:

(i) each United States Trademark constituting Recordable Intellectual Property owned by each Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License constituting Recordable Intellectual Property to which each Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all Proceeds of and revenues from the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Grantee pursuant to the ABL Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the ABL Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this ABL Trademark Security Agreement and the provisions of the ABL Security Agreement, the provisions of the ABL Security Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this ABL Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

M-INDUSTRIES, LLC


By: David Waksman
Name: David Waksman
Title: Senior Vice President, Chief Legal Officer and Secretary

KEYES FIBRE CORPORATION

By: David Waksman
Name: David Waksman
Title: Senior Vice President, Chief Legal Officer and Secretary

Acknowledged:

BMO HARRIS BANK N.A.,
as Collateral Agent

By: 
Name: Terrence McKenna
Title: Director


Schedule 1
to ABL Trademark Security Agreement

M-INDUSTRIES, LLC

Trademark Applications

None.

Trademarks


| Owner | Trademark | Application No. | Application Date | Registration No. | Registration Date |
|-------------------|---|-----------------|------------------|------------------|-------------------|
| M-Industries, LLC |  | 88439731 | 5/21/2019 | 6051203 | 5/12/2020 |
| M-Industries, LLC | M INDUSTRIES | 88397918 | 4/23/2019 | 6050967 | 5/12/2020 |

KEYES FIBRE CORPORATION

Trademark Applications

None.

Trademarks

| Owner | Trademark | Application No. | Application Date | Registration No. | Registration Date |
|------------------------|--|------------------------|-------------------------|-------------------------|--------------------------|
| Keys Fibre Corporation | EURO TRAYS | 75847446 | 11/12/1999 | 2543876 | 3/5/2002 |
| Keys Fibre Corporation | FUL-VUE | 72162957 | 2/18/1963 | 0759854 | 11/12/1963 |
| Keys Fibre Corporation | KEYES | 72167273 | 4/22/1963 | 0763302 | 1/21/1964 |
| Keys Fibre Corporation | KEYES | 72162958 | 2/18/1963 | 0760487 | 11/26/1963 |
| Keys Fibre Corporation | KEYES Design  | 76369902 | 2/8/2002 | 2671853 | 1/7/2003 |
| Keys Fibre Corporation | MARK VI | 76005391 | 3/21/2000 | 2782255 | 11/11/2003 |
| Keys Fibre Corporation | SPRING CUSHION | 73765401 | 11/23/1988 | 1565981 | 11/14/1989 |
| Keys Fibre Corporation | THE ORIGINAL GREEN COMPANY | 77535191 | 7/30/2008 | 3690791 | 7/30/2008 |
| Keys Fibre Corporation | SUPERPOCKET | 75428425 | 11/16/1999 | 2293520 | 11/16/1999 |