

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM708974

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GTA Containers, LLC		02/16/2022	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	PCI II, L.P.		
Street Address:	2330 W. Joppa Road		
Internal Address:	Suite 320		
City:	Lutherville		
State/Country:	MARYLAND		
Postal Code:	21093		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4955388	G T A	
Registration Number:	1938698	GTA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	14155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Becky L. Troutman, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/ mp		
DATE SIGNED:	02/17/2022		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is entered into as of February 16, 2022 by and between GTA CONTAINERS, LLC, an Indiana limited liability company (“Grantor”) and PCI II, L.P., a Delaware limited partnership, in its capacity as administrative agent (in such capacity, together with its successors and assign, the “Agent”) for the Lenders (as defined in the Loan Agreement referred to below).

RECITALS

Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantor and HMWY Holdco III, LLC, a Delaware limited liability company (“Holdco”, and together with Grantor, “Borrowers”), in the amounts and manner set forth in that certain Loan and Security Agreement by and among Borrowers, the other Obligors from time to time parties thereto, the lenders from time to time parties thereto (each, a “Lender,” and collectively, the “Lenders”), and Agent dated as of the date hereof and as amended from time to time (the “Loan Agreement”). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Lenders are willing to make the credit extensions to Borrowers, but only upon the condition, among others, that Grantor grant to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor’s obligations under the Loan Agreement, Grantor grants to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in Grantor’s Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including, without limitation, (a) all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), (b) all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto, (c) the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereto, and (d) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world. This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Loan Agreement. Each right, power and remedy of Agent provided for herein shall not preclude the simultaneous or later exercise by Agent or either Lender of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual

Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 15 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.


[SIGNATURE PAGE FOLLOWS]

WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the first date written above.

Address of Grantor:

4201 Linden Ave.
South Bend, IN, 46619 – 1744
Attn: Mike Fernander
Email: MFernander@GTAContainers.com

GTA CONTAINERS, LLC

By: 
Name: Andrew L. John
Title: Secretary

[Signature Page to Intellectual Property Security Agreement (GTA)]

TRADEMARK
REEL: 007636 FRAME: 0978

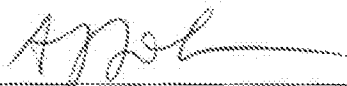
Address of Agent:

PCI II, L.P.
2330 W. Joppa Road, Suite 320
Lutherville, MD 21093
Attn: Andrew L. John
Email: ajohn@cscp.com

PCI II, L.P.,
as Agent

By: PCI II Fund Management, LLC
Its: General Partner

with a copy (which shall not constitute
notice) to:

By: 
Andrew L. John, Member

Winston & Strawn LLP
35 W. Wacker Drive
Chicago, IL 60601-9703
Attn: Alan Roth
Email: aroth@winston.com

EXHIBIT A

Copyrights

None.

EXHIBIT B



Patents

Grantor	Title	Jurisdiction	App No	Filing Date	Patent No..	Status
GTA CONTAINERS, LLC	DESIGN AND METHOD OF FABRICATION OF COLLAPSIBLE STORAGE TANK	US	15/606,989	5/26/2017	10,384,865	Registered
	METHOD OF FABRICATING AND TESTING A STORAGE TANK		10/675,495	9/30/2003	6,842,955	
	VENT ASSEMBLY FOR COLLAPSIBLE STORAGE TANK		13/865,635	4/18/2013	8,777,050	
	VENT ASSEMBLY FOR COLLAPSIBLE STORAGE TANK		14/331,632	7/15/2014	9,138,938	
	VENT ASSEMBLY FOR COLLAPSIBLE STORAGE TANK		13/692,028	12/3/2012	9,663,290	

Application	Country	Application Number	Patent Description	Application Date
GTA Containers, LLC	United States	16544231	Design and Method of Fabrication of Collapsible Storage Tank	8/19/2019

EXHIBIT C

Trademarks

Grantor	Mark	Serial Number	Registration No.	Registration Date
GTA Containers, LLC		86732689	4955388	5/10/2016
GTA Containers, LLC		74614602	1938698	11/28/1995