

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718138

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tank Holding Corp.		03/31/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as the Collateral Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 52			
Property Type	Number	Word Mark	
Registration Number:	4108977	BUSHMAN	
Registration Number:	3481152	BUSHMAN TANKS	
Registration Number:	1828033	NORWESCO	
Registration Number:	1828032	NW	
Registration Number:	4987687	WATER FOR TOMORROW	
Registration Number:	3610030	MONSTERCOMBO	
Registration Number:	2373478	MEGATAINER	
Registration Number:	4106868	SANI-BOX	
Registration Number:	4106880	SANI-PALLET	
Registration Number:	4366687	ARMOR BIN	
Registration Number:	4385074	RHINO	
Registration Number:	4535485	ARCTIC BIN	
Registration Number:	1844970	STRATIS	
Registration Number:	4818884	TRAY-LOK	
Registration Number:	4827673	SPIDER TANK	
Registration Number:	2022749	THE BONAR BOX	
Registration Number:	5142925	SHIFT-LOK	
Registration Number:	2044613	ULTRATAINER	
Registration Number:	5233540	POLYYARD	

OP \$1315.00 4108977

Property Type	Number	Word Mark
Registration Number:	5233541	POLYYARD.COM
Registration Number:	5233539	PY
Registration Number:	3312344	BONAR PLASTICS
Registration Number:	3332635	MONSTERCOMBO
Registration Number:	3337156	POLAR MERCHANDISER
Registration Number:	5371481	MULTI ROLL STACKER
Registration Number:	2173353	DECK-LOK
Registration Number:	2288352	POLAR
Registration Number:	6019874	CAGEBUSTER
Registration Number:	4454638	OIL-TAINER
Registration Number:	2340543	MAXI-MOVERS
Registration Number:	1201136	CHEMTAINER
Registration Number:	6077807	SNYDER INDUSTRIES
Registration Number:	4034807	LIQUITOTE
Registration Number:	3036333	WINE TOTE
Registration Number:	4394673	72S
Registration Number:	4394672	72P
Registration Number:	2719221	AQUA-TOSS
Registration Number:	2336745	WING-IT
Registration Number:	2659959	SHIP SHAPE
Registration Number:	1585875	POOL SHOT
Registration Number:	2587117	POLY-TRUX
Registration Number:	4926784	SUN SHIELD
Registration Number:	2079955	SPRUCE CREEK
Registration Number:	4986795	WATERPREPARED
Registration Number:	6627333	SURE WATER
Serial Number:	97010645	GOOD IDEAS
Serial Number:	97008751	GOOD IDEAS.
Registration Number:	4817753	DAKOTA 283
Registration Number:	5794187	DAKOTA 283
Registration Number:	5794190	HONOR THE HUNT
Registration Number:	5832331	UNPARALLELED PET PROTECTION
Registration Number:	5094610	RAIN WIZARD

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 312/876-7628

Email: linda.kastner@lw.com
Correspondent Name: Linda R. Kastner, c/o Latham & Watkins
Address Line 1: 330 N. Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER: Linda Kastner

SIGNATURE: /lk/

DATE SIGNED: 03/31/2022

Total Attachments: 7

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of March 31, 2022, is made by Tank Holding Corp., a Delaware corporation (the “Grantor”), in favor of Antares Capital LP, as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of March 31, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Tank Holding II LLC, a Delaware limited liability company (“Holdings”), Tank Holding Corp., a Delaware corporation (the “Borrower”), the several lenders from time to time party thereto (each a “Lender” and, collectively, the “Lenders”) and Antares Capital LP, as the Administrative Agent and the Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered the Security Agreement, dated as of March 31, 2022 in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with the Borrower and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. The Grantor hereby grants a lien on and security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance of the Obligations when due (whether at the stated maturity, by acceleration or otherwise); provided that, any “intent to use” Trademark application filed in the United States Patent and Trademark Office will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

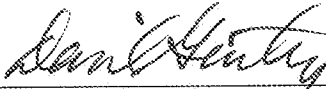
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TANK HOLDING CORP.,

as Grantor

By: 
Name: David W. Gentry
Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

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ANTARES CAPITAL LP, as the Collateral Agent



By: _____

Name: Lofton Spencer


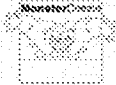
Its: Duly Authorized Signatory

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007677 FRAME: 0314

SCHEDULE A¹

U.S. Trademark Registrations and Applications

Grantor	Record Owner	Trademark	Country	Registration Number	Registration Date	Renewal Due
Tank Holding Corp.	Norwesco, LLC	BUSHMAN	U.S.	4,108,977	03/06/2012	3/6/2022
Tank Holding Corp.	Norwesco, LLC	BUSHMAN TANKS	U.S.	3,481,152	08/05/2008	8/5/2028
Tank Holding Corp.	Norwesco, LLC	NORWESCO	U.S.	1,828,033	03/29/1994	3/29/2024
Tank Holding Corp.	Norwesco, LLC	NW and Design 	U.S.	1,828,032	03/29/1994	3/29/2024
Tank Holding Corp.	Norwesco, LLC	WATER FOR TOMORROW	U.S.	4,987,687	06/28/2016	6/28/2022
Tank Holding Corp.	Snyder Industries, LLC	MONSTERCOMBO and Design 	U.S.	3610030	4/21/2009	4/21/2019
Tank Holding Corp.	Snyder Industries, LLC	MEGATAINER	U.S.	2373478	8/1/2000	8/1/2020
Tank Holding Corp.	Snyder Industries, LLC	SANI-BOX	U.S.	4106868	2/28/2012	2/28/2022
Tank Holding Corp.	Snyder Industries, LLC	SANI-PALLET	U.S.	4106880	2/28/2012	2/28/2022
Tank Holding Corp.	Snyder Industries, LLC	ARMOR BIN	U.S.	4366687	7/16/2013	7/16/2023
Tank Holding Corp.	Snyder Industries, LLC	RHINO	U.S.	4385074	8/13/2013	8/13/2023
Tank Holding Corp.	Snyder Industries, LLC	ARCTIC BIN	U.S.	4535485	5/27/2014	5/27/2024
Tank Holding Corp.	Snyder Industries, LLC	STRATIS	U.S.	1844970	7/12/1994	7/12/2024
Tank Holding Corp.	Snyder Industries, LLC	TRAY-LOK	U.S.	4818884	9/22/2015	9/22/2025
Tank Holding Corp.	Snyder Industries, LLC	SPIDER TANK	U.S.	4827673	10/6/2015	10/6/2025
Tank Holding Corp.	Snyder Industries, LLC	THE BONAR BOX	U.S.	2022749	12/17/1996	12/17/2026
Tank Holding Corp.	Snyder Industries, LLC	SHIFT-LOK	U.S.	5142925	2/14/2017	2/14/2027
Tank Holding Corp.	Snyder Industries, LLC	ULTRATAINER	U.S.	2044613	3/11/1997	3/11/2027

¹ Note: Current record owners at the US Patent and Trademark Office are listed in these tables. Filings will be submitted post-closing at the USPTO reflecting Tank Holding Corp. as the record owner. Where the record owner is currently listed as Good Ideas Inc., assignments to Tank Holding Corp. will be filed. Where the record owner is currently listed as (i) Snyder Industries, LLC; (ii) Norwesco, LLC; (iii) Western Water and Containment Solutions, LLC; or (iv) Waste & Recycling Plastic Containers, Inc. merger documentation will be filed.

Grantor	Record Owner	Trademark	Country	Registration Number	Registration Date	Renewal Due
Tank Holding Corp.	Snyder Industries, LLC	PolyYard	U.S.	5233540	6/27/2017	6/27/2027
Tank Holding Corp.	Snyder Industries, LLC	PolyYard.com	U.S.	5233541	6/27/2017	6/27/2027
Tank Holding Corp.	Snyder Industries, LLC	PY (Design) 	U.S.	5233539	6/27/2017	6/27/2027
Tank Holding Corp.	Snyder Industries, LLC	BONAR PLASTICS	U.S.	3312344	10/16/2007	10/16/2027
Tank Holding Corp.	Snyder Industries, LLC	MONSTERCOMBO	U.S.	3332635	11/6/2007	11/6/2027
Tank Holding Corp.	Snyder Industries, LLC	POLAR MERCHANDISER and Design 	U.S.	3337156	11/13/2007	11/13/2027
Tank Holding Corp.	Snyder Industries, LLC	MULTI ROLL STACKER	U.S.	5371481	1/2/2018	1/2/2028
Tank Holding Corp.	Snyder Industries, LLC	DECK-LOK	U.S.	2173353	7/14/1998	7/14/2028
Tank Holding Corp.	Snyder Industries, LLC	POLAR	U.S.	2288352	10/26/1999	10/26/2029
Tank Holding Corp.	Snyder Industries, LLC	CAGEBUSTER	U.S.	6019874	3/24/2020	3/24/2030
Tank Holding Corp.	Tank Holding Corp.	OIL-TAINER	U.S.	4,454,638	12/24/2013	12/24/2023
Tank Holding Corp.	Tank Holding Corp.	MAXI-MOVERS	U.S.	2,340,543	4/11/2000	4/11/2030
Tank Holding Corp.	Tank Holding Corp.	CHEMTAINER	U.S.	1,201,136	7/13/1982	7/13/2022
Tank Holding Corp.	Snyder Industries, LLC	SNYDER INDUSTRIES	U.S.	6077807	6/16/2020	6/16/2030
Tank Holding Corp.	Tank Holding Corp.	LIQUITOTE	U.S.	4034807	10/4/2011	10/4/2031
Tank Holding Corp.	Tank Holding Corp.	WINE TOTE	U.S.	3036333	12/27/2005	12/27/2025
Tank Holding Corp.	Tank Holding Corp.	72S	U.S.	4394673	9/3/2013	9/3/2023
Tank Holding Corp.	Tank Holding Corp.	72P	U.S.	4394672	9/3/2013	9/3/2023
Tank Holding Corp.	Tank Holding Corp.	AQUA-TOSS	U.S.	2719221	5/27/2003	5/27/2023
Tank Holding Corp.	Tank Holding Corp.	WING-IT	U.S.	2336745	3/28/2000	3/28/2030
Tank Holding Corp.	Tank Holding Corp.	SHIP SHAPE	U.S.	2659959	12/10/2002	12/10/2022
Tank Holding Corp.	Tank Holding Corp.	POOL SHOT	U.S.	1585875	3/6/1990	3/6/2030
Tank Holding Corp.	Tank Holding Corp.	POLY-TRUX	U.S.	2587117	7/2/2002	7/2/2022
Tank Holding Corp.	Western Water and Containment Solutions, LLC	SUN SHIELD 	U.S.	4926784	3/26/2016	09/29/2022

Grantor	Record Owner	Trademark	Country	Registration Number	Registration Date	Renewal Due
Tank Holding Corp.	Western Water and Containment Solutions, LLC	SPRUCE CREEK	U.S.	2079955	7/15/1997	7/15/2027
Tank Holding Corp.	Waste & Recycling Plastic Containers, Inc.	WATERPREPARED 	U.S.	4986795	6/28/2015	06/28/2025
Tank Holding Corp.	Waste & Recycling Plastic Containers, Inc.	SUREWATER 	U.S.	6627333	1/25/2022	1/25/2028
Tank Holding Corp.	Good Ideas Inc.	GOOD IDEAS	U.S.	97010645	App. Date 9/3/2021	--
Tank Holding Corp.	Good Ideas Inc.	GOOD IDEAS (logo) 	U.S.	97008751	App. Date 9/2/2021	--
Tank Holding Corp.	Good Ideas Inc.	Dakota 283 (logo) 	U.S.	4817753	9/22/20 15	3/22/2022
Tank Holding Corp.	Good Ideas Inc.	Dakota 283	U.S.	5794187	7/2/2019	7/2/2029
Tank Holding Corp.	Good Ideas Inc.	Honor the Hunt	U.S.	5794190	7/2/2019	7/2/2025
Tank Holding Corp.	Good Ideas Inc.	Unparalleled Pet Protection	U.S.	5832331	8/13/2019	8/13/2029
Tank Holding Corp.	Good Ideas Inc.	Rain Wizard 	U.S.	5094610	12/6/2016	12/6/2026