

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM734484

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Performance Plastics, Inc.		06/10/2022	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Blue Highway Growth Capital Fund, L.P.		
<b>Street Address:</b>	1500 Market Street, 18th FL		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19102		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5583773	PPI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	412-454-5079		
<b>Email:</b>	kim.petrolo@troutman.com		
<b>Correspondent Name:</b>	Troutman Pepper		
<b>Address Line 1:</b>	501 Grant Street, Suite 300		
<b>Address Line 2:</b>	Kim Petrolo		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15219		
<b>NAME OF SUBMITTER:</b>	Kim Petrolo		
<b>SIGNATURE:</b>	/Kim Petrolo/		
<b>DATE SIGNED:</b>	06/14/2022		
<b>Total Attachments: 6</b>			
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OP \$40.00 5583773



THIS TRADEMARK SECURITY AGREEMENT AND THE LIENS AND SECURITY INTERESTS SECURING THIS TRADEMARK SECURITY AGREEMENT ARE SUBJECT TO AND SUBORDINATE IN THE MANNER AND SET FORTH IN THAT CERTAIN INTERCREDITOR AGREEMENT AND SUBORDINATION (“SENIOR INTERCREDITOR AGREEMENT”) DATED AS OF JUNE 10, 2022, BY AND AMONG CALIFORNIA BANK OF COMMERCE, BLUE HIGHWAY GROWTH CAPITAL FUND, L.P., A LIMITED PARTNERSHIP ORGANIZED UNDER THE LAWS OF THE STATE OF DELAWARE AND ACKNOWLEDGED BY THE OBLIGORS (AS DEFINED THEREIN).

**TRADEMARK SECURITY AGREEMENT**, dated as of June 10, 2022 (this “Agreement”), between PERFORMANCE PLASTICS, INC., a California corporation (the “Grantor”) and BLUE HIGHWAY GROWTH CAPITAL FUND, L.P., as Lender (as defined below).

Reference is made to (a) the Loan and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), among ANGELES COMPOSITE TECHNOLOGIES, INC., a Washington corporation and Grantor (individually, collectively, jointly and severally, the “Borrower”), and BLUE HIGHWAY GROWTH CAPITAL FUND, L.P. (“Lender”) and (b) the Memorandum of Security and Pledge Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Borrower, the other obligors party thereto and the Lender.

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Loan Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby unconditionally grants, collaterally assigns, and pledges to Lender, to secure the Obligations, a continuing security interest (referred to in this Agreement as the “Security Interest”) in all of the Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”): any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (A) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule I, (B) all renewals thereof, (C) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (D) the right to sue for past, present and future infringements and dilutions thereof, (E) the goodwill of the Grantor’s business symbolized by the foregoing or connected therewith, and (F) all of the Grantor’s rights corresponding thereto throughout the world (“Trademarks”).

Notwithstanding anything to the contrary contained in this Section 2, the security interest created by this Agreement shall not extend to any United States intent-to-use trademark or service mark applications for which an amendment to allege use or a statement of use has not been filed and accepted by the United States Patent and Trademark Office (“PTO”), to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity

or enforceability of such intent-to-use trademark or service mark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

SECTION 3. Security Agreement. This Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Borrower, or any of them, to Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Borrower. The Security Interest is granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Loan Agreement and Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic format (i.e., "pdf" or "tif" shall be effective as delivery of a manually executed counterpart of this Agreement. Any signature to this Agreement may be delivered by facsimile, electronic mail (including "pdf") or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. Each of the parties hereto represents and warrants to the other parties hereto that it has the corporate capacity and authority to execute this Agreement through electronic means and there are no restrictions for doing so in that party's constitutive documents.

SECTION 5. Governing Law. This Agreement, and all matters arising out of or relating to this Agreement, shall be construed in accordance with and governed by the laws of the State of Delaware.

[Remainder of page intentionally left blank]

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

GRANTOR:

PERFORMANCE PLASTICS, INC.

By: 

Name: Jim Renaud

Title: President

*Signature Page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 007750 FRAME: 0762**

**LENDER:**

**BLUE HIGHWAY GROWTH CAPITAL  
FUND, L.P.**

**By: Blue Highway Capital Partners, LLC,  
its General Partner**

By:

*Christine C. Jones*

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Name: Christine C. Jones

Title: Managing Member