

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM743609

|   |   |                       |                               |
|---|---|-----------------------|-------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT  |                       |                               |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                                     |                       |                               |
| <b>CONVEYING PARTY DATA</b>   |   |                       |                               |
| <b>Name</b>   | <b>Formerly</b>                                       | <b>Execution Date</b> | <b>Entity Type</b>            |
| Horizon Plastics International Inc.   |   | 07/22/2022            | Corporation: BRITISH COLUMBIA |
| <b>RECEIVING PARTY DATA</b>   |   |                       |                               |
| <b>Name:</b>  | The Huntington National Bank, as Administrative Agent |                       |                               |
| <b>Street Address:</b>  | 41 South High Street                                  |                       |                               |
| <b>City:</b>  | Columbus  |                       |                               |
| <b>State/Country:</b>   | OHIO  |                       |                               |
| <b>Postal Code:</b>   | 43215   |                       |                               |
| <b>Entity Type:</b>   | National Banking Association: UNITED STATES           |                       |                               |
| <b>PROPERTY NUMBERS Total: 3</b>  |   |                       |                               |
| <b>Property Type</b>  | <b>Number</b>   | <b>Word Mark</b>      |                               |
| <b>Registration Number:</b>   | 1228935   | SOILSAVER             |                               |
| <b>Registration Number:</b>   | 1827486   |                       |                               |
| <b>Registration Number:</b>   | 1840565   | SOILSAVER             |                               |
| <b>CORRESPONDENCE DATA</b>  |   |                       |                               |
| <b>Fax Number:</b>  | 2025339099  |                       |                               |
| <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>   | 202-467-8800  |                       |                               |
| <b>Email:</b>   | jspiantanida@vorys.com                                |                       |                               |
| <b>Correspondent Name:</b>  | VORYS, SATER, SEYMOUR AND PEASE LLP                   |                       |                               |
| <b>Address Line 1:</b>  | P.O. BOX 2255 -- IPLAW@VORYS                          |                       |                               |
| <b>Address Line 2:</b>  | ATTN: LAURA T. GEYER                                  |                       |                               |
| <b>Address Line 4:</b>  | COLUMBUS, OHIO 43216-2255                             |                       |                               |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 007589-000070   |                       |                               |
| <b>NAME OF SUBMITTER:</b>   | Julie S. Piantanida                                   |                       |                               |
| <b>SIGNATURE:</b>   | /julie piantanida/                                    |                       |                               |
| <b>DATE SIGNED:</b>   | 07/26/2022  |                       |                               |
| <b>Total Attachments: 6</b>   |   |                       |                               |
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**ACKNOWLEDGEMENT OF SECURITY INTEREST IN  
TRADEMARKS**

THIS ACKNOWLEDGEMENT OF SECURITY INTEREST IN TRADEMARKS (this “Agreement”), dated as of July 22, 2022, is made by HORIZON PLASTICS INTERNATIONAL INC., a British Columbia corporation (the “Grantor”), in favour of THE HUNTINGTON NATIONAL BANK as Administrative Agent (in such capacity, the “Administrative Agent”).

**WITNESSETH:**

WHEREAS, the Grantor entered into that certain Canadian Guarantee and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Canadian Guarantee and Security Agreement”), among the Grantor, certain affiliates of the Grantor and the Administrative Agent; and

WHEREAS, pursuant to the Canadian Guarantee and Security Agreement, the Grantor granted to the Administrative Agent, for its benefit and the benefit of the Secured Parties, a security interest in the Grantor’s Intellectual Property (as defined in the Canadian Guarantee and Security Agreement), including, without limitation, Trademarks and Licenses (each as defined in the Canadian Guarantee and Security Agreement); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

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

**SECTION 2. Grant of Security Interest.** The Grantor hereby confirms that pursuant to the Canadian Guarantee and Security Agreement, the Grantor granted to the Administrative Agent, for its benefit and the benefit of the Secured Parties, a security interest in all of the Trademarks and Licenses of the Grantor (including, without limitation, those items listed on Schedule A hereto), any and all goodwill associated therewith, and all proceeds and products of any and all of the Trademarks of the Grantor, to secure the payment and performance of the Secured Obligations.

**SECTION 3. Purpose.** This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the Canadian Guarantee and Security Agreement with the Canadian Intellectual Property Office and the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Canadian Guarantee and Security Agreement. The Canadian Guarantee and Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Acknowledgement.** The Grantor hereby further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks are fully set forth in the Canadian Guarantee and 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.

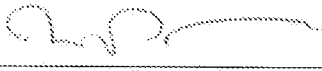
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g. “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the day and year first written above.

GRANTOR:

**HORIZON PLASTICS INTERNATIONAL INC.,**  
as Grantor

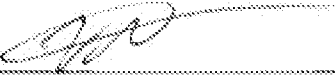
By:   
Name: John P. Zimmer  
Title: Chief Financial Officer

[Signature Page to Acknowledgement of Security Interest in Trademarks -- Horizon Plastics]

**TRADEMARK**  
**REEL: 007801 FRAME: 0801**

ADMINISTRATIVE AGENT:

**THE HUNTINGTON NATIONAL BANK,**  
as Administrative Agent

By:  \_\_\_\_\_

Name: Viren Patel

Title: Senior Vice President

**SCHEDULE A**

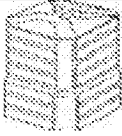
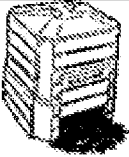
**CANADIAN TRADEMARKS**

Registered Trademarks:

| <b>Grantor</b>   | <b>Trademark</b>                    | <b>App No.</b> | <b>Reg. No.</b>  | <b>Reg. Date</b>  |
|--|-------------------------------------|----------------|------------------|-------------------|
| <b>HORIZON<br/>PLASTICS<br/>INTERNATIONAL<br/>INC.</b> | <b>SOILSAVER</b>                    | <b>0433739</b> | <b>TMA245249</b> | <b>1980-05-23</b> |
| <b>HORIZON<br/>PLASTICS<br/>INTERNATIONAL<br/>INC.</b> | <b>COMPOST BIN DESIGN</b>           | <b>0646977</b> | <b>TMA378202</b> | <b>1991-01-11</b> |
| <b>HORIZON<br/>PLASTICS<br/>INTERNATIONAL<br/>INC.</b> | <b>COMPOST BIN DESIGN</b>           | <b>0646980</b> | <b>TMA378203</b> | <b>1991-01-11</b> |
| <b>HORIZON<br/>PLASTICS<br/>INTERNATIONAL<br/>INC.</b> | <b>BOX DESIGN</b>                   | <b>0675582</b> | <b>TMA406925</b> | <b>1993-01-15</b> |
| <b>HORIZON<br/>PLASTICS<br/>INTERNATIONAL<br/>INC.</b> | <b>EARTHSAVER</b>                   | <b>0678849</b> | <b>TMA398340</b> | <b>1992-05-15</b> |
| <b>HORIZON<br/>PLASTICS<br/>INTERNATIONAL<br/>INC.</b> | <b>RECYCLING BEGINS AT<br/>HOME</b> | <b>0678850</b> | <b>TMA397399</b> | <b>1992-04-17</b> |
| <b>HORIZON<br/>PLASTICS<br/>INTERNATIONAL<br/>INC.</b> | <b>HUMUS BUILDER</b>                | <b>0683245</b> | <b>TMA405590</b> | <b>1992-11-27</b> |
| <b>HORIZON<br/>PLASTICS<br/>INTERNATIONAL<br/>INC.</b> | <b>GARDEN CATCHER</b>               | <b>0683248</b> | <b>TMA405308</b> | <b>1992-11-20</b> |

**U.S. TRADEMARKS**

Registered Trademarks:

| <b>Grantor</b>   | <b>Trademark</b>  | <b>Reg. No.</b> | <b>Reg. Date</b> |
|--|---|-----------------|------------------|
| <b>HORIZON<br/>PLASTICS<br/>INTERNATIONAL<br/>INC.</b> | SOILSAVER   | 1228935         | Mar. 1, 1983     |
| <b>HORIZON<br/>PLASTICS<br/>INTERNATIONAL<br/>INC.</b> |  | 1827486         | Mar. 22, 1994    |
| <b>HORIZON<br/>PLASTICS<br/>INTERNATIONAL<br/>INC.</b> |  | 1840565         | Jun. 21, 1994    |