

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM757814

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900708849		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Molded Devices, Inc.		07/25/2022	Corporation: CALIFORNIA
MDI of Wisconsin, Inc.		07/25/2022	Company: WISCONSIN
Southwest Mold, Inc.		07/25/2022	Company: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Churchill Agency Services LLC, as Collateral Agent		
<b>Street Address:</b>	430 Park Avenue, 14th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3000290	SEITZ	
<b>Registration Number:</b>	4939727	SEITZ	
<b>Registration Number:</b>	4088398	VIEW BLOCKER	
<b>Registration Number:</b>	3934343	VIEWBLOCKER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	2021 McKinney Ave., Suite 2000		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	096939-31230		
<b>NAME OF SUBMITTER:</b>	Dusan Clark		
<b>SIGNATURE:</b>	/Dusan Clark/		

<b>DATE SIGNED:</b>	09/27/2022
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**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 25, 2022, (this "Agreement"), by Molded Devices, Inc., a California corporation, MDI of Wisconsin, Inc., a Wisconsin company, and Southwest Mold, Inc., an Arizona company (each a "Grantor"), in favor of Churchill Agency Services LLC, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of July 25, 2022, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of July 25, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among MDI Buyer, Inc., a Delaware corporation (the "Borrower"), MDI Intermediate HoldCo, Inc., a Delaware corporation ("Holdings"), the Subsidiary Guarantors from time to time party thereto, the Lenders from time to time party thereto and Churchill Agency Services LLC, as administrative agent and collateral agent for the Lenders (in its capacity as administrative and collateral agent, the "Administrative Agent"). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03 of the Security Agreement, the parties hereto agree as follows:

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

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral"):

A. all Trademarks, including the Trademark registrations and pending applications for registration in the United States Patent and Trademark Office listed on Schedule I hereto (other than, for the avoidance of doubt, any intent-to-use (or similar) Trademark applications prior to the accepted filing of a "Statement of Use" or "Amendment to Allege Use" or similar notice with respect thereto);

B. all Patents, including the Patent issuances and pending applications for issuance in the United States Patent and Trademark Office listed on Schedule II hereto

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of

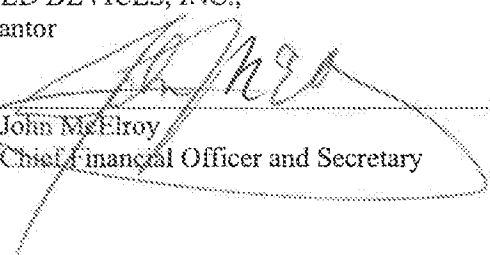
any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

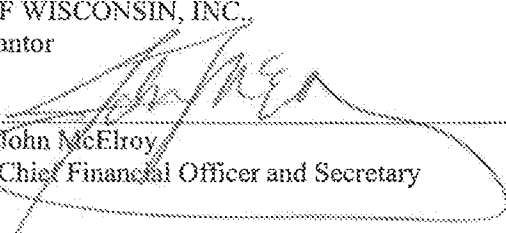
[Signature Pages Follow]

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

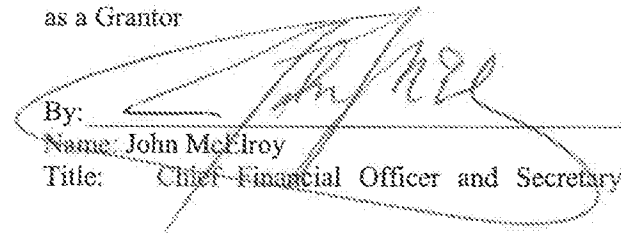
MOLDED DEVICES, INC.,  
as a Grantor

By:   
Name: John McElroy  
Title: Chief Financial Officer and Secretary

MDI OF WISCONSIN, INC.  
as a Grantor

By:   
Name: John McElroy  
Title: Chief Financial Officer and Secretary




SOUTHWEST MOLD, INC.,  
as a Grantor

By:   
Name: John McElroy  
Title: Chief Financial Officer and Secretary

**SCHEDULE I**

**UNITED STATES TRADEMARKS**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

Owner	Trademark	Application No.	Registration No.	App./Reg. Date
Southwest Mold, Inc.		76605911	3000290	9/27/2005
Southwest Mold, Inc.		86688464	4939727	4/19/2016
Molded Devices, Inc.		77864406	4088398	1/17/2012
Molded Devices, Inc.	VIEW BLOCKER	85089302	3934343	3/22/2011
MDI of Wisconsin, Inc.	GALOW PLASTICS	N/A	N/A	3/18/2015

**SCHEDULE II**

**UNITED STATES PATENTS**

**PATENTS AND PATENT APPLICATIONS**

<b>Owner</b>	<b>Title</b>	<b>Patent No</b>	<b>Filing Date</b>	<b>Grant Date</b>
Southwest Mold, Inc.	Induction Heated Server and Method of Making	12/800,333	5/13/2010	1/22/2013
Southwest Mold, Inc.	Cartridge for Beverage Dispenser (jointly owned with Pepsico, Inc.)	29/417,436	4/3/2012	10/8/2013
Southwest Mold, Inc.	Cartridge for Beverage Dispenser (jointly owned with Pepsico, Inc.)	29/417,437	4/3/2012	10/8/2013

**SCHEDULE III**

**UNITED STATES COPYRIGHTS**

**COPYRIGHTS AND COPYRIGHT APPLICATIONS**

<b>Owner</b>	<b>Copyright</b>	<b>Registration No</b>	<b>Registration Date</b>
Southwest Mold, Inc.	Seitz design-a-drive gears (core program)	TXu000322676	4/18/1988
Southwest Mold, Inc.	Seitz design-a-drive pulleys & belts core program	TXu000322674	4/18/1988
Southwest Mold, Inc.	Seitz design-a-drive sprocket & chain core program	TXu000322675	4/18/1988
Southwest Mold, Inc.	We've got the drive it takes	TX0002369606	4/26/1988