

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749894

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Williams Plastics LLC		07/15/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	The Huntington National Bank		
Street Address:	222 N. LaSalle Street, Suite 1200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1421087	CRYSTALEX	
Registration Number:	2650648	JOURNEY	
Registration Number:	5787765	KOMPASS	
Registration Number:	2984895	OMEGA	
Registration Number:	2005080	RATTMATT	
Registration Number:	4209838	ROADSTER	
Registration Number:	3336235	SERVE & LEARN	
Registration Number:	2972796	LOW RIDER	
CORRESPONDENCE DATA			
Fax Number:	3129774405		
<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:	312-977-4400		
Email:	tefiester@nixonpeabody.com		
Correspondent Name:	Emily Dinsmore		
Address Line 1:	70 West Madison Street, Suite 5200		
Address Line 2:	Nixon Peabody LLP		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	077760-000008		
NAME OF SUBMITTER:	Emily Disnmore		

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SIGNATURE:	/Emily Dinsmore/
DATE SIGNED:	08/19/2022
Total Attachments: 4 source=HNB_-_Thunderbird_-_Williams_Plastics_TSA#page1.tif source=HNB_-_Thunderbird_-_Williams_Plastics_TSA#page2.tif source=HNB_-_Thunderbird_-_Williams_Plastics_TSA#page3.tif source=HNB_-_Thunderbird_-_Williams_Plastics_TSA#page4.tif	

**ACKNOWLEDGEMENT OF SECURITY INTEREST
IN TRADEMARKS**

THIS ACKNOWLEDGEMENT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of July 15, 2022, is made by Williams Plastics LLC, an Indiana limited liability company (the "Grantor"), in favor of THE HUNTINGTON NATIONAL BANK as Administrative Agent (in such capacity, the "Administrative Agent").

WITNESSETH:

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

WHEREAS, pursuant to the 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 Security Agreement), including, without limitation, Trademarks and Licenses (each as defined in the 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 Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby confirms that pursuant to the 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 Security Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The 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 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.

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:

WILLIAMS PLASTICS LLC

DocuSigned by:
By: Blake Prunsky
B3C3090DE7DC434
Name: Blake Prunsky
Title: Manager

COPY VIEW

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007826 FRAME: 0736

ADMINISTRATIVE AGENT:

THE HUNTINGTON NATIONAL BANK,
as Administrative Agent

By: DocuSigned by:
Taylor Fraleigh
8FAF82CC1D96403
Name: Taylor Fraleigh
Title: VP Commercial Banking

COPY VIEW

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007826 FRAME: 0737

**SCHEDULE A TO
ACKNOWLEDGEMENT OF SECURITY INTEREST
IN TRADEMARKS**

Registered Trademarks:

Mark/Name	App. No./Reg. No.
<u>CRYSTALEX</u>	RN: 1421087 SN: 73564502
<u>JOURNEY</u>	RN: 2650648 SN: 76306726
<u>KOMPASS</u>	RN: 5787765 SN: 88213147
<u>OMEGA</u>	RN: 2984895 SN: 78183259
<u>RATTMATT</u>	RN: 2005080 SN: 74603884
<u>ROADSTER</u>	RN: 4209838 SN: 85544912
<u>SERVE & LEARN</u>	RN: 3333235 SN: 78642595
<u>LOW RIDER</u>	RN: 2972786 SN: 78160187