

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758301

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Max Solutions, Inc.		09/29/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WhiteHorse Capital Management, LLC, as collateral agent		
Street Address:	1450 Brickell Avenue		
Internal Address:	31st Floor		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97106680	MAX SOLUTIONS	
Serial Number:	97520497	BIGGER THAN PACKAGING	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212.318.6000		
Email:	JeffreyNegron@PaulHastings.com		
Correspondent Name:	Jeffrey Negron		
Address Line 1:	Paul Hastings LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Jeffrey M. Negron		
SIGNATURE:	/s/ Jeffrey M. Negron		
DATE SIGNED:	09/29/2022		
Total Attachments: 5			
source=Max Solutions - IPSA#page1.tif			
source=Max Solutions - IPSA#page2.tif			
source=Max Solutions - IPSA#page3.tif			

OP \$65.00 97106680

source=Max Solutions - IPSA#page4.tif

source=Max Solutions - IPSA#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of September 29, 2022 between each of the signatories hereto (collectively, the “**Grantors**”) in favor of WHITEHORSE CAPITAL MANAGEMENT, LLC, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the U.S. Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain U.S. Pledge and Security Agreement, dated as of September 29, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**U.S. Pledge and Security Agreement**”; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the U.S. Pledge and Security Agreement), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the U.S. Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the U.S. Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (in each case, other than any Excluded Assets):

All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, trade dress and general intangibles of a like nature, all registrations and applications for registration of any of the foregoing including, but not limited to (i) the registrations and applications for registration referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “**Trademarks**”).

Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement.

Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf”, “tif” “DocuSign” or other similar electronic format) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions

contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the U.S. Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the U.S. Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the U.S. Pledge and Security Agreement or the Credit Agreement, the provisions of the U.S. Pledge and Security Agreement or the Credit Agreement shall govern.


[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

MAX SOLUTIONS, INC.
as a Grantor

DocuSigned by:
Richard O'Leary
By: _____
Name: Richard O'Leary
Title: Chief Financial Officer

WHITEHORSE CAPITAL MANAGEMENT, LLC,
as Collateral Agent

By: 
Name: Richard Siegel
Title: Authorized Signatory

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1 Trademarks

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
Max Solutions, Inc.	USA	MAX SOLUTIONS	97106680 (Serial Number)	11/3/2021	N/A	N/A
Max Solutions, Inc.	USA	BIGGER THAN PACKAGING	97520497 (Serial Number)	7/26/2022	N/A	N/A