

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758833

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TEKNI-PLEX, INC.		09/02/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank, N.A.		
Street Address:	115 South Lasalle street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6805231	RETHINK RESPONSIBLY	
Registration Number:	6805232	RETHINK RESPONSIBLY	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	2127352811		
Email:	mribando@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	One Manhattan West		
Address Line 2:	Monique L. Ribando		
Address Line 4:	New York, NEW YORK 10001-8602		
ATTORNEY DOCKET NUMBER:	217730/2795		
NAME OF SUBMITTER:	M. Oren Epstein		
SIGNATURE:	/MOE/		
DATE SIGNED:	10/03/2022		
Total Attachments: 5			
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ABL TRADEMARK SECURITY AGREEMENT

(Trademarks and Trademark Licenses)

ABL TRADEMARK SECURITY AGREEMENT, dated as of September 2, 2022, between **TEKNI-PLEX, INC.**, a Delaware corporation (the “*Grantor*”), and **BMO HARRIS BANK N.A.** as Collateral Agent.

WHEREAS, the Grantor owns, or in the case of Trademark Licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Trident Intermediate, Inc., a Delaware corporation (“*Holdings*”), Trident TPI Holdings, Inc., a Delaware corporation (the “*Borrower*”), certain Subsidiaries party thereto from time to time, the Lenders party thereto BMO Harris Bank N.A., as Collateral Agent and Administrative Agent, are parties to a Credit Agreement, dated as of October 17, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, pursuant to (i) a ABL Security Agreement, dated as of October 17, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*ABL Security Agreement*”), among the Borrower, the Guarantors party thereto and BMO Harris Bank N.A., as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “*Grantee*”), and (ii) certain other Security Documents (including this ABL Trademark Security Agreement), the Grantor secures the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the ABL Security Agreement (or whose definitions are incorporated by reference in Section 1 of the ABL Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the ABL Security Agreement:

The Grantor hereby grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “*Trademark Collateral*”), whether now owned or existing or hereafter acquired or arising:

(i) each United States Trademark constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) rights to sue for past, present or future infringements of the foregoing;

(iii) each Trademark License constituting Recordable Intellectual Property to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iv) all Proceeds of and revenues from any of the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.


THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the ABL Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the ABL Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this ABL Trademark Security Agreement and the provisions of the ABL Security Agreement, the provisions of the ABL Security Agreement shall govern.

[Signature Pages Follow]

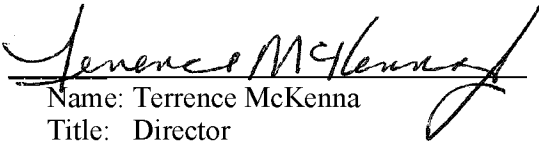
IN WITNESS WHEREOF, the Grantor has caused this ABL Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

TEKNI-PLEX, INC.

By: 
Name: David Waksman
Title: SVP, Chief Legal Officer and Secretary

Acknowledged:

BMO HARRIS BANK N.A., as Collateral Agent

By: 
Name: Terrence McKenna
Title: Director

**Schedule 1
to ABL Trademark Security Agreement**

TEKNI-PLEX, INC.

TRADEMARKS

Title	Filing Date/ Issued Date	Status (Application/ Registered)	Application/ Registration No.
RETHINK RESPONSIBLY	July 26, 2022	Registered	6805231
RETHINK RESPONSIBLY (&design)	July 26, 2022	Registered	6805232

TRADEMARK LICENSES

None.