

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762875

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
M. Holland Company		10/21/2022	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	110 North Wacker Drive		
Internal Address:	8th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606-1511		
Entity Type:	Collateral Agent: ILLINOIS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5482452	MHOLLAND	
Registration Number:	4431433	MHOLLAND	
Serial Number:	97272193	MFINITY	
Registration Number:	5561139	MH	
Registration Number:	6660468	MH RESOLUTE	
Registration Number:	5439668	MHX	
Registration Number:	4437051	MTEGRITY	
Registration Number:	6660469	MTEGRITY PLUS	
Registration Number:	5791522	WE TAKE PLASTICS PERSONALLY	
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>			
Email:	trademarks@mcguirewoods.com		
Correspondent Name:	Christel Harlacher		
Address Line 1:	800 East Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Christel E. Harlacher		

OP \$240.00 5482452

SIGNATURE:	/Christel E. Harlacher/
DATE SIGNED:	10/21/2022
Total Attachments: 10 source=BABC M. Holland - Trademark Security Agreement Executed#page1.tif source=BABC M. Holland - Trademark Security Agreement Executed#page2.tif source=BABC M. Holland - Trademark Security Agreement Executed#page3.tif source=BABC M. Holland - Trademark Security Agreement Executed#page4.tif source=BABC M. Holland - Trademark Security Agreement Executed#page5.tif source=BABC M. Holland - Trademark Security Agreement Executed#page6.tif source=BABC M. Holland - Trademark Security Agreement Executed#page7.tif source=BABC M. Holland - Trademark Security Agreement Executed#page8.tif source=BABC M. Holland - Trademark Security Agreement Executed#page9.tif source=BABC M. Holland - Trademark Security Agreement Executed#page10.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of October 21, 2022, by and among M. HOLLAND COMPANY, an Illinois corporation (“Grantor”), and BANK OF AMERICA, N.A., in its capacity as collateral agent for the Secured Creditors (in such capacity, the “Collateral Agent”; as further defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Grantor, each of the other Borrowers and Guarantors party thereto from time to time, the Lenders party thereto from time to time, and **BANK OF AMERICA, N.A.**, as Administrative Agent and Collateral Agent, the Lenders have agreed to provide to the Borrowers an asset-based revolving credit facility; and

WHEREAS, Grantor is party to a U.S. Security Agreement dated as of the date hereof (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “U.S. Security Agreement”), in favor of the Collateral Agent pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the U.S. Security Agreement or the Credit Agreement and used herein (including terms used in the preamble and recitals) have the meaning given to them in the U.S. Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent, on behalf of and for the benefit of the Secured Creditors, and to secure the prompt and complete payment and performance of all Secured Obligations, a security interest in all of its right, title and interest in, to and under all of the following property of Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks referred to on Schedule I hereto;
- (b) all renewals of the foregoing; and
- (c) all goodwill associated with the foregoing.

SECTION 3. U.S. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the U.S. Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the U.S. Security

Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the U.S. Security Agreement, the provisions of the U.S. Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts (including by facsimile or other electronic transmission (i.e., a “pdf” or “tif”)), each of which when so executed and delivered shall be an original, but all of which shall, taken together, constitute one and the same instrument.

SECTION 5. Reserved.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Recordation. Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks, any other applicable United States government officer and the Canadian Intellectual Property Office record this Trademark Security Agreement.

[signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

M. HOLLAND COMPANY,
as Grantor


By: 
Name: Patrick G. McKune
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007875 FRAME: 0005

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: Zach Nobis-Olson
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

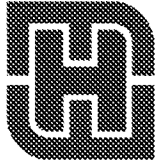
SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

[See attached.]

SCHEDULE I

NGE Ref No.	Trademark	Country	Status	Appl. No. Reg. No.	Filing Date Reg. Date	Next Action(s)	Due Date(s)
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07112N.10T3	H DESIGN	Canada	Registered	1635399 TMA943227	7/16/13 7/13/16	Renewal Due	7/13/31
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Classes	Goods/Services
1, 17	Plastics, thermoplastics, and plastic resins sold in pellet, film, sheets, spheres, and granules for use in manufacturing

07112N.7035	M HOLLAND LOGO	United States of America	Registered	87/453,033 5482452	5/17/17 5/29/18	Sec 8 and/or 15 Filing Deadline	5/29/24
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Class	Goods/Services
17	Plastics, thermoplastics, and plastic resins sold in pellet, film, sheets, spheres, and granules for use in manufacturing and industry

07112N.09T1	M. HOLLAND	United States of America	Registered	85/832,244 4431433	1/25/13 11/12/13	Sec 8/9 Renewal Deadline	11/12/23
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Class	Goods/Services
17	Plastics, thermoplastics, and plastic resins sold in pellet, film, sheets, spheres, and granules for use in manufacturing

07112N.09T3	M. HOLLAND	Canada	Registered	1635398 TMA943180	7/16/13 7/13/16	Renewal Due	7/13/31
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Classes	Goods/Services
1, 17	Plastics, thermoplastics, and plastic resins sold in pellet, film, sheets, spheres, and granules for use in manufacturing

SCHEDULE I

NGE Ref No.	Trademark	Country	Status	Appl. No. Reg. No.	Filing Date Reg. Date	Next Action(s)	Due Date(s)
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07112N.05T3	H M. HOLLAND	Canada	Registered	1587970 TMA856497	7/27/12 7/30/13	Renewal Due	7/30/28
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Classes	Goods/Services
1, 17	Plastics, thermoplastics, and plastic resins sold in pellet or other forms for manufacturing and other industrial uses

07112N.03T2	H M. HOLLAND THE GOLD STANDARD IN PLASTICS	Canada	Registered	1587974 TMA856509	7/27/12 7/30/13	Renewal Due	7/30/28
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Classes	Goods/Services
1, 17	Plastics, thermoplastics, and plastic resins sold in pellet or other forms for manufacturing and other industrial uses

07112N.7083	MFINITY	United States of America	Pending	97272193	2/17/22		
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Class	Goods/Services
17	Sustainable semi-processed plastics, thermoplastics, and plastic resins sold in pellet, film, sheets, spheres, flake and granules for use in manufacturing and other industrial uses

07112N.7042	MH BOX LOGO	United States of America	Registered	87/805,316 5561139	2/21/18 9/11/18	Sec 8 and/or 15 Filing Deadline	9/11/24
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Class	Goods/Services
17	Plastics, thermoplastics, and plastic resins sold in pellet, film, sheets, spheres, and granules for use in manufacturing and industry

SCHEDULE I

NGE Ref No.	Trademark	Country	Status	Appl. No. Reg. No.	Filing Date Reg. Date	Next Action(s)	Due Date(s)
07112N.7059	MH & Design	Canada	Registered	1895443 TMA1088547	4/24/18 11/25/20	Renewal Due	11/25/30



Class 17 **Goods/Services** Plastics, thermoplastics, and plastic resins sold in pellet, film, sheets, spheres, and granules for use in manufacturing and industry

07112N.7075	MH RESOLUTE	Canada	Formalized	2064517	11/17/20		
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Class 17 **Goods/Services** Plastics, thermoplastics, and plastic resins sold in pellet or other forms for manufacturing and other industrial uses

07112N.7071	MH RESOLUTE	United States of America	Registered	88956488 6660468	6/9/20 3/1/22	Sec 8 and/or 15 Filing Deadline	3/1/28
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Class 17 **Goods/Services** Semi-processed plastics, thermoplastics, and plastic resins sold in pellet, film, sheets, spheres, flake and granules for use in manufacturing and other industrial uses

07112N.7033	MHX	United States of America	Registered	87/453,032 5439668	5/17/17 4/3/18	Sec 8 and/or 15 Filing Deadline	4/3/24
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Class 42 **Goods/Services** Providing a website featuring on-line non-downloadable software for marketing, online store and sales management, inventory management, product listings, product browsing, price listing, order processing, and order tracking, all related to plastics, thermoplastics, and plastic resins for manufacturing and other industrial uses

SCHEDULE I

NGE Ref No.	Trademark	Country	Status	Appl. No. Reg. No.	Filing Date Reg. Date	Next Action(s)	Due Date(s)
07112N.01T1	MTEGRITY	United States of America	Registered	85/484,547 4437051	12/1/11 11/19/13	Sec 8/9 Renewal Deadline	11/19/23

Class	Goods/Services
17	Plastics, thermoplastics, and plastic resins sold in pellet or other forms for manufacturing and other industrial uses

07112N.07T2	MTEGRITY	Canada	Registered	1596861 TMA915259	10/3/12 9/28/15	Renewal Due	9/28/30
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Classes	Goods/Services
1, 17	Plastics, thermoplastics, and plastic resins sold in pellet or other forms for manufacturing and other industrial uses

07112N.7073	MTEGRITY PLUS	Canada	Formalized	2064515	11/17/20		
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Class	Goods/Services
17	Plastics, thermoplastics, and plastic resins sold in pellet or other forms for manufacturing and other industrial uses

07112N.7070	MTEGRITY PLUS	United States of America	Registered	88956493 6660469	6/9/20 3/1/22	Sec 8 and/or 15 Filing Deadline	3/1/28
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Class	Goods/Services
17	Semi-processed plastics, thermoplastics, and plastic resins sold in pellet, film, sheets, spheres, flake and granules for use in manufacturing and other industrial uses

SCHEDULE I

NGE Ref No.	Trademark	Country	Status	Appl. No. Reg. No.	Filing Date Reg. Date	Next Action(s)	Due Date(s)
07112N.02T2	THE GOLD STANDARD IN PLASTICS	Canada	Registered	1587969 TMA857191	7/27/12 8/7/13	Renewal Due	8/7/28

Classes **Goods/Services**
 1, 17 Plastics, thermoplastics, and plastic resins sold in pellet or other forms for manufacturing and other industrial uses

07112N.7041	WE TAKE PLASTICS PERSONALL Y	United States of America	Registered	87/788,006 5791522	2/7/18 7/2/19	Sec 8 and/or 15 Filing Deadline	7/2/25
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Class **Goods/Services**
 35 Providing a website featuring information for industrial customers concerning products in the field of plastics, thermoplastics, and plastic resins in pellets, film, sheets, spheres, and granule form

07112N.7067	WE TAKE PLASTICS PERSONALL Y	Canada	Registered	1913152 TMA1108627	8/2/18 9/7/21	Renewal Due	9/7/31
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Class **Goods/Services**
 38 Providing access to a website featuring information in the field of plastics, thermoplastics, and plastic resins sold in pellets, film, sheets, spheres, and granules for use in manufacturing and industry