

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM771749

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENVIROPLAS, LLC		12/02/2022	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	TCG SENIOR FUNDING L.L.C.		
Street Address:	1 VANDERBILT AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5074050	ENVIROLEX	
Registration Number:	5074051	ENVIROOLUTIONS	
Registration Number:	4507618	ENVIROBOTICS	
Registration Number:	4139942	ENVIROSUN	
Registration Number:	3828168	ENVIROPLAS	
Registration Number:	3901855	ENVIRON	
Registration Number:	3920472	ENVIROLOY	
Registration Number:	3082767	ENVIROKLEAR	
Registration Number:	3019833	ENGINEERING RESIN SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	KLATHROP@PROSKAUER.COM		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		

CH \$240.00 5074050

ATTORNEY DOCKET NUMBER:	22335.080
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	12/05/2022

Total Attachments: 6

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Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to or in connection with this Agreement, the terms of this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of August 10, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Second Lien Intercreditor Agreement**”), among Antares Capital LP, as the First Lien Agent, and TCG Senior Funding L.L.C., as Second Lien Agent. In the event of any conflict between the terms of the Second Lien Intercreditor Agreement and this agreement, the terms of the Second Lien Intercreditor Agreement shall control.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of December 2, 2022 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by Enviroplas, LLC, an Indiana limited liability company (“**Grantor**”), in favor of TCG Senior Funding, L.L.C., as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”).

WHEREAS, Grantor is party to that certain Second Lien Security Agreement, dated as of August 10, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, the other grantors party thereto and the Administrative Agent pursuant to which Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all United States registered or applied for Trademarks, including those listed on Schedule A hereto;
- (ii) all renewals and extensions thereof;
- (iii) all goodwill of the business connected with the use thereof and symbolized thereby;

- (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, violation or other impairment thereof;
- (v) all Proceeds now or hereafter due or payable under or with respect to the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements, dilutions, violations or other impairments thereof; and
- (vi) all rights corresponding thereto throughout the world;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and the USPTO’s acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, 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 Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral granted hereunder shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor, and at Grantor’s sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

IN WITNESS WHEREOF, 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.

ENVIROPLAS, LLC, an Indiana limited liability company, as Grantor

DocuSigned by:

Michael Klein


By: _____

Name: Michael Klein

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

**TCG SENIOR FUNDING L.L.C., as
Administrative Agent**

By:  _____

Name: Joshua Lefkowitz
Title: Authorized Officer

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application No.	Application Date	Registration No.	Registration Date
ENVIROLEX	86552647	3/4/15	5074050	11/1/16
ENVIROOLUTIONS	86552651	3/4/15	5074051	11/1/16
ENVIROBOTICS	85868335	3/6/13	4507618	4/1/14
ENVIROSUN	85201985	12/20/10	4139942	5/8/12
ENVIROPLAS	77904891	1/5/10	3828168	8/3/10
ENVIRON	77899876	12/23/09	3901855	1/4/11
ENVIROLOY	77737126	5/14/09	3920472	2/15/11
ENVIROKLEAR	78625078	5/6/05	3082767	4/18/06
ENGINEERING RESIN SOLUTIONS	78381363	3/10/04	3019833	11/29/05