

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784133

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TPG Plastics LLC		02/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GLAS SAS, as Security Agent		
Street Address:	40 Rue de Colisee		
City:	Paris		
State/Country:	FRANCE		
Postal Code:	75008		
Entity Type:	Société Par Actions Simplifiée (Sas): FRANCE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6238307	GARAGE BOSS	
Registration Number:	6113285	GARAGE BOSS	
Registration Number:	5650165	THE REACHER	
Registration Number:	5675715	PRESS 'N POUR	
Registration Number:	5667604	GARAGE BOSS	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	063082-0029		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	02/02/2023		

OP \$140.00 6238307

Total Attachments: 5

source=lpackChem- Trademark Security Agreement (Executed) (138872552.1)#page1.tif

source=lpackChem- Trademark Security Agreement (Executed) (138872552.1)#page2.tif

source=lpackChem- Trademark Security Agreement (Executed) (138872552.1)#page3.tif

source=lpackChem- Trademark Security Agreement (Executed) (138872552.1)#page4.tif

source=lpackChem- Trademark Security Agreement (Executed) (138872552.1)#page5.tif

TRADEMARK SECURITY AGREEMENT

This 1st day of February, 2023, TPG Plastics LLC, a Delaware limited liability company (the “*Debtor*”), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages, pledges and grants to GLAS SAS, acting as security agent for itself and for the Secured Parties as defined in the US Security Agreement referred to below (GLAS SAS and any successor(s) or assign(s) to GLAS SAS acting in such capacity being hereinafter referred to as the “*Security Agent*”), a continuing security interest in, the following property (collectively, the “*Trademark Collateral*”):

(i) Each U.S. Trademark owned by the Debtor, including, without limitation, each U.S. Trademark listed on Schedule A hereto;

(i) Each U.S. Trademark License to which the Debtor is a party, including, without limitation, each U.S. Trademark License listed on Schedule A hereto,

(ii) All Proceeds of the foregoing, including without limitation any claim by the Debtor against third parties for damages by reason of past, present or future infringement of Trademark Collateral or by reason of injury to the goodwill associated with any Trademark Collateral, in each case together with the right to sue for and collect said damages;

in each case, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, the Trademark Collateral; and

to secure the payment and performance of all Secured Obligations of the Debtor as set out in that certain US Security Agreement dated as of February 1, 2023 between the Debtor, the Company and the Security Agent, as the same may be amended, modified, or restated from time to time (the “*US Security Agreement*”). Capitalized terms used but not defined herein shall have the respective meanings given thereto in the US Security Agreement.

Notwithstanding anything herein to the contrary, this Trademark Security Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Security Agent of any applications by the Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as the Debtor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Security Agreement shall operate only to create a security interest for collateral purposes in favor of the Security Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the United States Patent and Trademark Office, then that application shall cease to be partly exempted from this Trademark Security Agreement.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Security Agent for the Secured Parties pursuant to the US Security Agreement and the Debtor does hereby further acknowledge and affirm that the rights and remedies of the Security Agent with respect to the assignment, mortgage, pledge and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the US Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

The Debtor does hereby further authorize and request that the Director of the United States Patent and Trademark Office or any other applicable government officer record this Trademark Security Agreement.

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

This Trademark Security Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile transmission or by e-mail transmission of an Adobe portable document format file (also known as a "PDF" file) shall be effective as delivery of a manually executed counterpart hereof.

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed as of the date and year last above written.

TPG PLASTICS LLC, a Delaware limited liability company

By: Saqib T.

Name: Saqib Toor


Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007958 FRAME: 0552

Accepted and agreed to as of the date and year last above written.

GLAS SAS, AS SECURITY AGENT

By:  _____




Name: Audrey Rivoalen

Title: Authorised Signatory

**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

Mark	Owner of Record	Registration Number	Registration Date	Jurisdiction	Status
	TPG Plastics LLC	6,238,307	01/05/2021	United States	Registered
GARAGE BOSS	TPG Plastics LLC	6,113,285	07/28/2020	United States	Registered
	TPG Plastics LLC	5,650,165	01/08/2018	United States	Registered
PRESS 'N POUR	TPG Plastics LLC	5,675,715	02/12/2019	United States	Registered
	TPG Plastics LLC	5,667,604	01/29/2019	United States	Registered