

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM795823

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OAKTREE FUND ADMINISTRATION, LLC		03/20/2023	Limited Liability Company: DELAWARE
CREATIVE PLASTIC CONCEPTS, LLC		03/20/2023	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	US MERCHANTS HOLDINGS, LLC		
Street Address:	8737 Wilshire Blvd		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90211		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	97168527	WEATHERMAX	
Serial Number:	97212482	EXTREMELY DURABLE	
Serial Number:	97212523	EXTREMELY DURABLE	
Serial Number:	97212488	EXTREMELY DURABLE	
Serial Number:	97317393	CLEARED AWAY	
Serial Number:	97508306	TOUGH CART	
Serial Number:	97601211		
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622200		
Email:	noreen.gosselin@kirkland.com		
Correspondent Name:	Noreen Gosselin		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	300 North LaSalle		
Address Line 4:	CHICAGO, ILLINOIS 60654		

CH \$190.00 97168527

ATTORNEY DOCKET NUMBER:	38725-1007
NAME OF SUBMITTER:	NOREEN GOSSELIN
SIGNATURE:	/NOREEN GOSSELIN/
DATE SIGNED:	03/20/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 20th day of March, 2023, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, and together with any additional entity that becomes party to the Loan Agreement (as defined below) in accordance with the terms thereof, “Grantors” and each individually “Grantor”), and OAKTREE FUND ADMINISTRATION, LLC (“Oaktree”), in its capacity as administrative agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH

WHEREAS, pursuant to that certain Term Loan Agreement, dated as of May 13, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”), by and among US MERCHANTS HOLDINGS, LLC, a Delaware limited liability company (“Borrower”), JANSAN ACQUISITION, LLC, a Delaware limited liability company (the “Target”), AMERICAN PLASTICS LLC, a Delaware limited liability company (“AP”), CCP NEWCO LLC, a Delaware limited liability company (“CCP NewCo”), FWP NEWCO LLC, a Delaware limited liability company (“FWP NewCo”), CREATIVE PLASTIC CONCEPTS, LLC, an Ohio limited liability company (“CPC”), SHELVES WEST, LLC, an Ohio limited liability company (“Shelves”), and CENTREX, LLC, an Ohio limited liability company (“Centrex” and, together with the Target, AP, CCP NewCo, FWP NewCo, CPC, and Shelves, the “Target Group” or the “Subsidiary Guarantors”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower and its subsidiaries from time to time pursuant to the terms and conditions thereof; and WHEREAS, Agent has agreed to act as agent for the benefit of the Lender Group (as defined in the Loan Agreement) in connection with the transactions contemplated by the Loan Agreement and this Agreement;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Loan Agreement, the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Guaranty and Security Agreement, dated as of May 13, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security

Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, and JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

CREATIVE PLASTIC CONCEPTS, LLC, an
Ohio limited liability company

By: 
Name: Jeffrie Alan Green
Title: President

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

OAKTREE FUND ADMINISTRATION, LLC

By: _____
Name:
Its Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

CREATIVE PLASTIC CONCEPTS, LLC, an Ohio limited liability company

By: _____
Name:
Title:

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

OAKTREE FUND ADMINISTRATION, LLC

By: Oaktree Capital Management, L.P.
Its: Managing Member

By: 
Name: Jordan Mikes
Its: Managing Director

By: 
Name: Sherman Lau
Its: Senior Vice President

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS/APPLICATIONS

GRANTOR	TITLE	APPLICATION REGISTRATION NO.	STATUS	APP/REG DATE
Creative Plastic Concepts, LLC	WEATHERMAX	97168527	Allowed	12/13/2021
Creative Plastic Concepts, LLC	EXTREMELY DURABLE	97212482	Pending	1/11/2022
Creative Plastic Concepts, LLC	EXTREMELY DURABLE and Design	97212523	Pending	1/11/2022
Creative Plastic Concepts, LLC	EXTREMELY DURABLE and Black and Yellow Color Design	97212488	Pending	1/11/2022
Creative Plastic Concepts, LLC	CLEARED AWAY	97317393	Allowed	3/17/2022
Creative Plastic Concepts, LLC	TOUGH CART	97508306	Published	7/18/2022
Creative Plastic Concepts, LLC	CREATIVE BLACK & YELLOW Design	97601211	Pending	9/21/2022