ETAS ID: TM797268

Electronic Version v1.1

TRADEMARK ASSIGNMENT COVER SHEET

Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Impact Plastics Corporation		03/23/2023	Corporation:
Container Components, LLC		03/23/2023	Limited Liability Company:
Roll-Tech Molding Products, LLC		03/23/2023	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Churchill Agency Services LLC, as Administrative Agent			
Street Address:	430 Park Avenue, 14th Floor			
City:	New York			
State/Country:	NEW YORK			
Postal Code:	10022			
Entity Type:	Limited Liability Company: DELAWARE			

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	6176845	TRUNX
Registration Number:	6524661	DURAFLEX
Registration Number:	6524662	DURAFLEX
Registration Number:	3612010	ROLL-TECH
Registration Number:	7001033	STREAMCLEAN

CORRESPONDENCE DATA

Fax Number: 2149813400

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.

Phone: 214-981-3483 Email: dclark@sidley.com **Correspondent Name:** Dusan Clark, Esq. Sidley Austin LLP Address Line 1:

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 096939-31470 Dusan Clark NAME OF SUBMITTER:

REEL: 008013 FRAME: 0972

TRADEMARK

900760266

SIGNATURE:	/Dusan Clark/
DATE SIGNED:	03/24/2023
Total Attachments: 6	
source=Crosby - Trademark Security Ag 1#page1.tif	greement (Executed Version 3.23.2023)_106215451_1 4871-7621-0009
source=Crosby - Trademark Security Ac 1#page2.tif	greement (Executed Version 3.23.2023)_106215451_1 4871-7621-0009
source=Crosby - Trademark Security Ag 1#page3.tif	greement (Executed Version 3.23.2023)_106215451_1 4871-7621-0009
source=Crosby - Trademark Security Ag 1#page4.tif	greement (Executed Version 3.23.2023)_106215451_1 4871-7621-0009
source=Crosby - Trademark Security Ag 1#page5.tif	greement (Executed Version 3.23.2023)_106215451_1 4871-7621-0009

source=Crosby - Trademark Security Agreement (Executed Version 3.23.2023)_106215451_1 4871-7621-0009 1#page6.tif

TRADEMARK REEL: 008013 FRAME: 0973

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 23, 2023 (this "<u>Trademark Security Agreement</u>"), is made by each of the entities listed on the signature pages hereof (each a "<u>Grantor</u>" and, collectively, the "<u>Grantors</u>"), in favor of Churchill Agency Services LLC ("<u>Churchill</u>"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "<u>Agent</u>") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 23, 2023 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among, IEG Buyer, Inc., a Delaware corporation, as Holdings, IEG Merger Sub, Inc., a Delaware corporation, as Initial Borrower following the consummation of the Closing Date Acquisition and the Closing Date Merger, Impact Parent Corporation, a Delaware corporation as Successor Borrower, the other Persons party thereto that are designated as Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Churchill, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) (other than its Direct Obligations); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, and to induce the Secured Swap Providers to enter into the Secured Rate Contracts, each Grantor hereby agrees with Agent as follows:

<u>Section 1.</u> <u>Defined Terms.</u> Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby pledges and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (which shall exclude all Excluded Property, including, without limitation, "intent to use" Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)) of such Grantor (the "Trademark Collateral"):

TRADEMARK REEL: 008013 FRAME: 0974 (a) all of its Trademarks, including, without limitation, those United States Trademarks referred to on <u>Schedule I</u> hereto; provided, however that no Lien on and security interest is granted on any "intent to use" Trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided, further, that upon such filing and acceptance by the United States Patent and Trademark Office, such "intent to use" Trademark applications shall be included in the Trademark Collateral and automatically subject to the Lien and security interest granted herein;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d)all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts (and by different parties hereto in different counterparts), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy or PDF (or similar file) by electronic mail shall be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby (including without limitation amendments, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce

Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Release and Termination. At the time provided in Section 9.10 of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be immediately and automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and each Grantor hereunder shall immediately and automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantors. At the request of any Grantor following any such termination, the Agent shall execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGES FOLLOW]

3

IN WITNESS WHEREOF, each 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.

IMPACT PLASTICS CORPORATION, as Grantor

By:

Name: Brian Beth

Title: Chief Executive Officer and President

CONTAINER COMPONENTS, LLC, as Grantor

Nomas Dean Dath

Title: Chief Executive Officer and President

ROLL-TECH MOLDING PRODUCTS, LLC, as Grantor

By:

Name: Brian Beth

Title: Chief Executive Officer and President

ACCEPTED AND AGREED as of the date first above written:

CHURCHILL AGENCY SERVICES LLC, as Agent

By: Mark Tamburello

Name: Mark Tamburello Title: Managing Director

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Citation	Countr	Status	Owner	Applicati on Number	Applicati on Date	Registrati on Number	Registrati on Date
TRUNX	USA	Registere d	IMPACT PLASTICS CORPORATI ON	App 88978640	App 11- SEP-2019	Reg 6176845	Reg 13- OCT-2020
DURAFLEX	USA	Registere d	CONTAINER COMPONENT S LLC	App 90403633	App 22- DEC-2020	Reg 6524661	Reg 19- OCT-2021
DURAFLEX	USA	Registere d	CONTAINER COMPONENT S LLC	App 90403653	App 22- DEC-2020	Reg 6524662	Reg 19- OCT-2021
ROLL-TECH	USA	Registere d	ROLL-TECH MOLDING PRODUCTS, LLC ¹	App 77573134	App 18- SEP-2008	Reg 3612010	Reg 28- APR-2009
STREAMCLE AN	USA	Registere d	IMPACT PLASTICS CORPORATI ON	App 90171376	App 10- SEP-2020	Reg 7001033	Reg 14- MAR-2023

¹ The current owner of record is Roll-Tech Acquisition Co, LLC, necessary steps will be taken on a post-closing basis to correct chain of title to reflect ownership by Roll-Tech Molding Products, LLC.

TRADEMARK
REEL: 008013 FRAME: 0979

RECORDED: 03/24/2023