

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM802070

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New WinCup Holdings, Inc.		04/10/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Great Rock Capital Partners Management, LLC		
Street Address:	285 riverside Avenue		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	97154631		
Serial Number:	97206235	BLUE IS THE NEW GREEN	
Serial Number:	97206244	PHADE	
Serial Number:	97206260	PHADE OCEAN FRIENDLY MARINE BIODEGRADABL	
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>			
Phone:	2155695619		
Email:	timothy.pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (159335-01011F.M.)		
Address Line 1:	8th Floor		
Address Line 2:	One Logan Square		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	159335-01011		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	04/11/2023		
Total Attachments: 5			

OP \$115.00 97154631

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**SUPPLEMENT NO. 2 TO MEMORANDUM AND NOTICE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

THIS SUPPLEMENT NO. 2 TO MEMORANDUM AND NOTICE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the “Supplement”) is made as of this 10th day of April, 2023, by NEW WINCUP HOLDINGS, INC., a Delaware corporation (“New WinCup Holdings, Inc.”), in favor of GREAT ROCK CAPITAL PARTNERS MANAGEMENT, LLC, as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, “Agent”). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement (defined below) or the Loan Agreement, as applicable.

W I T N E S E T H

WHEREAS, New WinCup Holdings, Inc., certain of its affiliates as Debtors, and Agent are parties to a certain Memorandum and Notice of Security Interest in Intellectual Property dated as of November 3, 2021 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “IP Agreement”);

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to Agent, the Lenders or any of them, Debtors have assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of Agent and Lenders, a continuing security interest in and to and Lien on all of each Debtor’s right, title and interest in, to and under the Trademarks, Patents, and Copyrights described therein (collectively, the “IP Collateral”), all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, Debtors have agreed that if any Debtor obtains rights to any new IP Collateral, such Debtor shall give notice in writing to Agent and each Debtor authorizes Agent to modify the IP Agreement by amending Schedule 1 to include any such new IP Collateral.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, New WinCup Holdings, Inc. agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by any Debtor in any Collateral under the Loan Agreement or any of the Loan Documents, to secure the prompt payment and performance of all Obligations to Agent and Lenders, New WinCup Holdings, Inc. hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of Lenders, a continuing security interest in and to and Lien on all of such Debtor’s right, title and interest in, to and under the following Collateral, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired IP Collateral listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

- (c) all other property otherwise constituting IP Collateral relating to the foregoing.

New WinCup Holdings, Inc. agrees that all such newly acquired IP Collateral described above shall be included in and be part of the IP Collateral under and subject to all of the terms and provisions of the IP Agreement. New WinCup Holdings, Inc. hereby authorizes Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office.

2. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the undersigned has duly executed this Supplement to the IP Security Agreement as of the date first written above.

NEW WINCUP HOLDINGS, INC.,
a Delaware corporation

By: *S. Chaudhury*
Name: Sitakant Chaudhury
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

**GREAT ROCK CAPITAL PARTNERS
MANAGEMENT, LLC**
as Agent

By: _____
Name: Kathleen Auda
Title: Chief Risk Officer

IN WITNESS WHEREOF, the undersigned has duly executed this Supplement to the IP Security Agreement as of the date first written above.

NEW WINCUP HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____


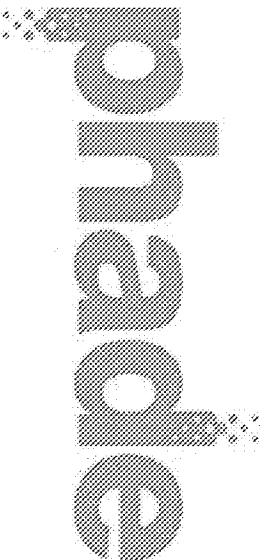
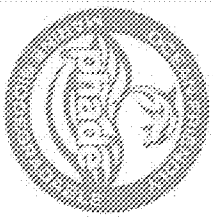
ACCEPTED AND AGREED
as of the date first above written:

**GREAT ROCK CAPITAL PARTNERS
MANAGEMENT, LLC**
as Agent

By: 
Name: Kathleen Auda
Title: Chief Risk Officer

**SCHEDULE 1 TO SUPPLEMENT NO. 2
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

TRADEMARKS

Country	Debtor	Mark	App/Reg. No.
United States	New WinCup Holdings, Inc.	Phade blue color straw	97154631
			
United States	New WinCup Holdings, Inc.	Blue is the New Green	97206235
United States	New WinCup Holdings, Inc.	Phade and design in blue	97206244
			
United States	New WinCup Holdings, Inc.	Phade Ocean Friendly Logo in Blue	97206260
			

TRADEMARK

REEL: 008038 FRAME: 0724

RECORDED: 04/11/2023