

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM836943

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NATIONAL MOLDING, LLC		08/28/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SOUTHFIELD MEZZANINE CAPITAL LP		
Street Address:	140 Greenwich Avenue		
Internal Address:	4th Floor		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3523975	HETERO-CAVITY	
Registration Number:	2414143	N	
Registration Number:	2353471	NATIONAL MOLDING	
CORRESPONDENCE DATA			
Fax Number:	6103718506		
<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:	6099877050		
Email:	ejs@stevenslee.com		
Correspondent Name:	Elliott J. Stein		
Address Line 1:	100 Lenox Drive		
Address Line 2:	Suit 200		
Address Line 4:	Lawrenceville, NEW JERSEY 08648		
NAME OF SUBMITTER:	Elliott J. Stein		
SIGNATURE:	/varlawyer/		
DATE SIGNED:	09/05/2023		
Total Attachments: 5			
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THIS AGREEMENT IS SUBJECT TO THE TERMS OF (I) A SUBORDINATION AGREEMENT DATED AS OF THE DATE HEREOF BY SOUTHFIELD MEZZANINE CAPITAL LP, AS SUBORDINATED LENDER, IN FAVOR OF BYLINE BANK, AS SENIOR LENDER, AND EACH PARTY TO THIS AGREEMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE TERMS AND PROVISIONS OF SUCH SUBORDINATION AGREEMENT, AS AMENDED IN ACCORDANCE WITH ITS TERMS, AND (II) A SHARING AND INTERCREDITOR AGREEMENT DATED AS OF THE DATE HEREOF BY SOUTHFIELD MEZZANINE CAPITAL LP IN FAVOR OF TAGLICH PRIVATE EQUITY, LLC, AS ADMINISTRATIVE AND COLLATERAL AGENT FOR TAGLICH LENDER (AS DEFINED THEREIN), AND EACH PARTY TO THIS AGREEMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE TERMS AND PROVISIONS OF SUCH SHARING AND INTERCREDITOR AGREEMENT, AS AMENDED IN ACCORDANCE WITH ITS TERMS.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 28, 2023 is made by NATIONAL MOLDING, LLC, a Delaware limited liability company (the "Borrower"), in favor of SOUTHFIELD MEZZANINE CAPITAL LP, a Delaware limited partnership ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Senior Subordinated Loan and Security Agreement, dated as of the date first set forth above (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and between Borrower and Lender (together with its successors and assigns), Lender has agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Borrower has agreed, pursuant to the Loan Agreement to partially secure its Obligations (as defined in the Loan Agreement) thereunder by delivering this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Agreement and to induce the Lender to make its respective extensions of credit to Borrower thereunder, the Borrower hereby agrees with Lender as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Grant of Security Interest in Trademark Collateral. The Borrower, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of its Obligations, hereby mortgages, pledges and hypothecates to Lender and grants to Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Borrower (the "Trademark Collateral"):

(a) all of its trademarks and all intellectual property licenses providing for the grant by or to the Borrower of any right under any trademark, including, without limitation, those referred to on Schedule I hereto;

(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;

provided, however, that the Trademark Collateral being assigned hereunder shall not be construed as a current assignment but rather as a security interest that provides the Lender such rights as are provided to holders of security interests under applicable law.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement and Borrower hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Borrower Remains Liable. The Borrower hereby agrees that, anything herein to the contrary notwithstanding, the Borrower shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their trademark and intellectual property licenses subject to a security interest hereunder.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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.

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 Delaware.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Borrower has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

NATIONAL MOLDING, LLC, as Borrower

By: 

Name: Scott Mueller

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008187 FRAME: 0799

ACCEPTED AND AGREED
as of the date first above written:

SOUTHFIELD MEZZANINE CAPITAL LP, as Lender
By: Southfield Mezzanine GP LLC, its general partner

By: Steven A Axel
Name: Steven A. Axel
Title: Managing Member

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008187 FRAME: 0800

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

<u>Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Country</u>	<u>MARK</u>
National Molding, LLC	3523975	October 28, 2008	United States	HETERO-CAVITY
National Molding, LLC	2414143	December 19, 2000	United States	N
National Molding, LLC	2353471	May 30, 2000	United States	NATIONAL MOLDING