

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM861045

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CELLOFOAM NORTH AMERICA INC.		12/13/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TRUIST BANK		
<b>Street Address:</b>	303 PEACHTREE STREET, NE		
<b>Internal Address:</b>	32ND FLOOR, MAIL CODE #803-05-32-50		
<b>City:</b>	ATLANTA		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30308		
<b>Entity Type:</b>	BANKING CORPORATION: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6703312	ECO EPS	
<b>Registration Number:</b>	6326894	PERMABG+	
<b>Registration Number:</b>	6322690	C CELLOFOAM NORTH AMERICA INC.	
<b>Registration Number:</b>	6229956	XPRESS STEP	
<b>Registration Number:</b>	6229955	XPRESS WALK	
<b>Registration Number:</b>	6326893	PERMAPORT XPRESS	
<b>Registration Number:</b>	6201225	PERMAPORT XPRESS DRIVE ON!	
<b>Registration Number:</b>	5916641	WAVE DEFENDER	
<b>Registration Number:</b>	5941552	PERFORMANCE DOCK FLOTATION	
<b>Registration Number:</b>	5115877	PERMALAUNCH	
<b>Registration Number:</b>	3541250	PERMA COOL	
<b>Registration Number:</b>	3541249	PERMAPORT	
<b>Registration Number:</b>	2015345	FLASH DOT	
<b>Registration Number:</b>	1902738	PERMAFLOAT	
<b>Registration Number:</b>	1173264	POLY SHIELD	
<b>Registration Number:</b>	1448520	PERMASPAN	
<b>Registration Number:</b>	1546428	FOAMGRID	
<b>Registration Number:</b>	0777613	CELLOFOAM	

CH \$465.00 6703312

**CORRESPONDENCE DATA****Fax Number:** 2159814750*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:** 2159814000**Email:** emily.newcomer@troutman.com, sara.harvell@troutman.com**Correspondent Name:** TROUTMAN PEPPER HAMILTON SANDERS LLP**Address Line 1:** 3000 TWO LOGAN SQUARE**Address Line 2:** EIGHTEENTH AND ARCH STREETS**Address Line 4:** PHILADELPHIA, PENNSYLVANIA 19103**ATTORNEY DOCKET NUMBER:** 253896.000255**NAME OF SUBMITTER:** EMILY HARMON NEWCOMER**SIGNATURE:** /Emily Harmon Newcomer/**DATE SIGNED:** 12/14/2023**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is entered into as of December 13, 2023, by and between CELLOFOAM NORTH AMERICA INC., a Delaware corporation (“Grantor”), and TRUIST BANK, a North Carolina banking corporation (“Lender”).

### RECITALS:

**WHEREAS**, Grantor and Lender are entering into (i) a Loan Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among the Grantor and the other subsidiaries of Grantor who may from time to time join as a “Borrower” or “Guarantor”, and Lender, and (ii) a Security Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and between the Grantor and Lender;

**WHEREAS**, in order to induce the Lender to enter into and extend credit to the Borrower under the Loan Agreement, Grantor has granted to the Lender a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral; and

**WHEREAS**, as a condition to the Loan Agreement, Grantor has and has agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

**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, the parties agree as follows:

### SECTION 1 DEFINITIONS

1.1 **Definitions.** As used in this Agreement, the following terms will have the meanings given such terms in this *Section 1.1* or in the provision, section or recital referred to below:

“Copyrights” means all rights, title and interests (and all related IP Ancillary Rights) arising under any applicable law in or relating to copyrights and all mask works, database and design rights, whether or not registered or published, all registrations and recordings thereof and all applications in connection therewith.

“Intellectual Property” means all rights, title and interests in or relating to intellectual property and industrial property arising under any applicable law and all IP Ancillary Rights relating thereto, including all Copyrights, Patents, Industrial Designs, Software, Trademarks, Trade Secrets and IP Licenses.

“IP Ancillary Rights” means, with respect to any Intellectual Property, as applicable, all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such Intellectual Property and all income, royalties, proceeds and liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Intellectual Property throughout the world, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and, in each case, all rights to obtain any other IP Ancillary Right throughout the world.

“IP License” means all contractual obligations (and all related IP Ancillary Rights), whether written or oral, granting any right, title and interest in or relating to any Intellectual Property.

“Software” means: (a) all computer programs, including source code and object code versions; (b) all data, databases and compilations of data, whether machine readable or otherwise; and (c) all documentation, training materials and configurations related to any of the foregoing.

“Trademarks” mean all rights, title and interests (and all related IP Ancillary Rights) arising under any applicable law in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith.

“Trade Secrets” mean all right, title and interest (and all related IP Ancillary Rights) arising under any applicable law in or relating to proprietary, confidential and/or non-public information, however documented, including but not limited to confidential ideas, know-how, concepts, methods, processes, formulae, reports, data, customer lists, mailing lists, business plans and all other trade secrets.

1.2 **Other Defined Terms.** Capitalized terms used herein and not defined herein are used as defined in the Security Agreement

## SECTION 2 GRANT OF SECURITY INTEREST

2.1 To secure its Obligations under the Loan Agreement and each other Loan Document, Grantor grants and pledges to the Lender a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (the “Intellectual Property Collateral”) (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2.2 Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement upon request by the Lender.

2.3 This security interest is granted in conjunction with the security interest granted to the Lender pursuant to the Loan Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property 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. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

## SECTION 3 MISCELLANEOUS

3.1 Any notice required or permitted to be given under this Agreement shall be sent in accordance with Section 11.16 of the Loan Agreement.

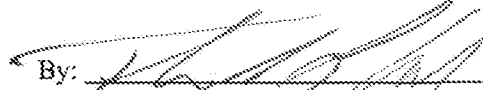
**3.2** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**3.3** THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF GEORGIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

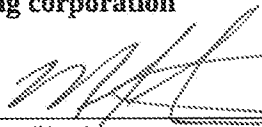
**CELLOFOAM NORTH AMERICA INC.**

By:  (SEAL)  
Name: Thomas A. La Grassa, Jr.  
Title: President and Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

**LENDER:**

**TRUIST BANK, a North Carolina  
banking corporation**

By:   
Name: Mike Stevens  
Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

None.



EXHIBIT B


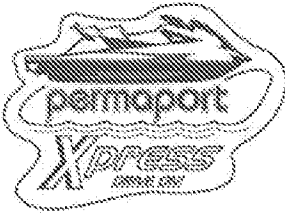

Patents

<b>Self-Adjusting Drive-On Floating Dock</b>					
<i>Application No.</i> <i>Publication No.</i> <i>Patent No.</i>	<i>Filing Date</i> <i>Publication Date</i> <i>Patent Date</i>	<i>Priority Date</i>	<i>Expiration Date</i>	<i>Inventor</i>	<i>Applicant/Assignee</i>
15/918,250 2018/0257749 10,300,996	03/12/2018 09/13/2018 05/28/2019	03/13/2017	03/12/2038	Mark H. Arnold	Cellofoam North America Inc.



EXHIBIT C

Trademarks

<b>Mark</b>	<b>Application No. Registration No.</b>	<b>Filing Date Registration Date</b>	<b>Status</b>	<b>Class</b>
ECO EPS	90502320 6703312	February 01, 2021 April 12, 2022	Issued	21 39
PERMABG+	90138217 6326894	August 26, 2020 April 20, 2021	Issued	17
	88084529 6322690	August 20, 2018 April 13, 2021	Issued	6 9 17 19 21 39 42
XPRESS STEP	88810767 6229956	February 26, 2020 December 22, 2020	Issued	19
XPRESS WALK	88810762 6229955	February 26, 2020 December 22, 2020	Issued	19
PERMAPORT XPRESS	90138211 6326893	August 26, 2020 April 20, 2021	Pending	19
	88365234 6201225	April 1, 2019 November 17, 2020	Issued	19
	88269486 5916641	January 21, 2019 November 19, 2019	Issued	19
PERFORMANCE DOCK FLOTATION	88191460 5941552	November 13, 2018 December 24, 2019	Issued	6 19
PERMALAUNCH	86862854 5115877	December 31, 2015 January 3, 2017	Issued	19
PERMA COOL	77253407 3541250	August 13, 2007 December 02, 2008	Issued	21
PERMAPORT	77253393 3541249	August 13, 2007 December 2, 2008	Issued	19

FLASH DOT	75010494 2015345	October 25, 1995 November 12, 1996	Issued	9
PERMAFLOAT	74538273 1902738	June 13, 1994 July 4, 1995	Issued	19
POLY SHIELD	73276658 1173264	September 4, 1980 October 13, 1981	Issued	19
PERMASPAN	73620355 1448520	September 16, 1986 July 21, 1987	Issued	19
FOAMGRID	73743002 1546428	July 29, 1988 July 4, 1989	Issued	17
CELLOFOAM	72110907 0777613	December 27, 1960 September 29, 1964	Issued	1