

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM863335

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ABL Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IPL PLASTICS INC.		12/22/2023	Corporation: CANADA
MACRO PLASTICS INC.		12/22/2023	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A., as Administrative Agent		
<b>Street Address:</b>	900 W Trade St.		
<b>Internal Address:</b>	Gateway Village-900 Building: NC1-026-05-01 (MacLegal)		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6424411	SHUTTLEBIN	
<b>Registration Number:</b>	3048694	IPL BETTER PRODUCTS IN PLASTIC	
<b>Registration Number:</b>	5635390	IPL MASTERCART	
<b>Registration Number:</b>	6055914	PODORIZE	
<b>Registration Number:</b>	2497392	SMARTCRATE	
<b>Registration Number:</b>	4442094	TRUSTPACK	
<b>Registration Number:</b>	2622631	FLAPNEST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Sophie Bolt		

OP \$190.00 6424411

<b>SIGNATURE:</b>	/Sophie Bolt/
<b>DATE SIGNED:</b>	12/22/2023
<b>Total Attachments: 7</b> source=08. IPL - U.S. Trademark Security Agreement [COVER SHEET]#page1.tif source=08. IPL - U.S. Trademark Security Agreement [COVER SHEET]#page2.tif source=08. IPL - U.S. Trademark Security Agreement [COVER SHEET]#page3.tif source=08. IPL - U.S. Trademark Security Agreement [COVER SHEET]#page4.tif source=08. IPL - U.S. Trademark Security Agreement [COVER SHEET]#page5.tif source=08. IPL - U.S. Trademark Security Agreement [COVER SHEET]#page6.tif source=08. IPL - U.S. Trademark Security Agreement [COVER SHEET]#page7.tif	

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

IPL PLASTICS INC.

MACRO PLASTICS, INC.

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: IPL PLASTICS INC. (CANADA)  
MACRO PLASTICS, INC. (CA)  
 Other \_\_\_\_\_

Citizenship (see guidelines) IPL PLASTICS INC. (CANADA)  
MACRO PLASTICS, INC. (CA)

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 22, 2023

- Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other ABL Trademark Security Agreement

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  
 No

Name: BANK OF AMERICA, N.A., as Administrative Agent

Street Address: Gateway Village-900 Building: NC1-026-05-01 (MacLegal) 900 W Trade St.

City: Charlotte

State: NC

Country: USA Zip: 28255

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other Bank Citizenship National Association, USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

A. Trademark Application No.(s) \_\_\_\_\_ Text  
See Schedule I

B. Trademark Registration No.(s) \_\_\_\_\_  
See Schedule I

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Sophie Bolt

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: SBolt@cahill.com

### 6. Total number of applications and registrations involved:

7

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature: Sophie Bolt

Signature

Sophie Bolt

Name of Person Signing

December 22, 2023

Date

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK**

**REEL: 008298 FRAME: 0902**

## ABL TRADEMARK SECURITY AGREEMENT (SHORT FORM)

**ABL Trademark Security Agreement**, dated as of December 22, 2023, by IPL PLASTICS INC. and MACRO PLASTICS, INC. (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “**Administrative Agent**”).

### WITNESSETH:

WHEREAS, the Grantors are party to a ABL U.S. Security Agreement dated as of October 15, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this ABL Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to make Loans, the Issuing Banks to issue Letters of Credit and the Qualified Counterparties to enter into and/or maintain Secured Hedge Agreements and/or Secured Cash Management Agreements, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties and their permitted successors and assigns a continuing security interest in, and lien on, all of its right, title and interest in any and all of the following Collateral (excluding any Excluded Assets) of such Grantor:

- (a) registered Trademarks and Trademark applications of such Grantor, including those listed on Schedule I attached hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by the foregoing;
- (d) any and all claims for damages and injunctive relief for past, present and future infringement, misappropriation, violation or misuse with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (e) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. The Security Agreement and ABL Intercreditor Agreement. The security interest granted pursuant to this ABL Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated by reference herein as if fully set forth herein. In the

event that any provision of this ABL Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of this Agreement, the terms of the ABL Intercreditor Agreement shall govern.

SECTION 4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Trademarks of such Grantor under this ABL Trademark Security Agreement.

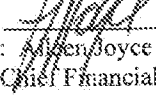
SECTION 5. Counterparts. This ABL Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this ABL Trademark Security Agreement by signing and delivering one or more counterparts. The words "execute," "execution," "signed," "signature," and words of like import in or related to this ABL Trademark Security Agreement shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative 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; *provided* that notwithstanding anything contained herein to the contrary the Administrative Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it.

SECTION 6. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this ABL Trademark Security Agreement.

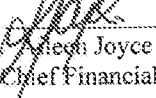
SECTION 7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow.]

**IPL PLASTICS INC.**

By:   
Name: Aileen Joyce  
Title: Chief Financial Officer

**MACRO PLASTICS, INC.**

By:   
Name: Aileen Joyce  
Title: Chief Financial Officer

*[Trademark Security Agreement]*

BANK OF AMERICA, N.A.,  
as Administrative Agent

By: Paula Langridge  
Name: Paula Langridge  
Title: Senior Vice President

**Schedule I  
to  
ABL TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND USE APPLICATIONS**

U.S. Trademarks

	Owner	Trademark	Serial No.	Filing Date	Reg. No.
1.	MACRO PLASTICS, INC.	SHUTTLEBIN	90259199	Oct. 16, 2020	6424411
2.	IPL PLASTICS INC.	IPL BETTER PRODUCTS IN PLASTIC	78351236	Jan. 13, 2004	3048694
3.	IPL PLASTICS INC.	IPL MASTERCART	86312910	Jun. 18, 2014	5635390
4.	IPL PLASTICS INC.	PODORIZE	87617469	Sep. 21, 2017	6055914
5.	IPL PLASTICS INC.	SMARTCRATE	75256328	Mar. 12, 1997	2497392
6.	IPL PLASTICS INC.	TRUSTPACK	85136477	Sep. 23, 2010	4442094
7.	IPL PLASTICS INC.	FLAPNEST	75651233	Mar. 02, 1999	2622631

Canadian Trademarks

	Owner	TRADEMARK	Registration Date	Registration Number	Application No.
2.	IPL PLASTICS INC.	IPL OVAL LOGO	2021-04-22	TMA1098786	1904762
3.	IPL PLASTICS INC.	ZERO2 BARRIER TECHNOLOGY & DESIGN	2015-02-06	TMA895958	1648498
4.	IPL PLASTICS INC.	ZERO2 BARRIER TECHNOLOGY & DESIGN	2015-02-06	TMA895953	1648499
5.	IPL PLASTICS INC.	IPL SKINNYPACK TECHNOLOGY & DESIGN	2014-12-08	TMA891801	1635395
6.	IPL PLASTICS INC.	TRUSTPACK	2013-07-30	TMA856479	1496897
7.	IPL PLASTICS INC.	IPL DE MEILLEURS PRODUITS PLASTIQUES & DESSIN	2007-01-30	TMA680607	1202831



	Owner	TRADEMARK	Registration Date	Registration Number	Application No.
8.	IPL PLASTICS INC.	IPL INNOVATIVE PACKAGING BY DESIGN & DESSIN	2003-10-31	TMA593699	1139513
9.	IPL PLASTICS INC.	IPL & DESSIN	1970-12-31	TMA173587	329491