

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM869136

<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>
GTA CONTAINERS, LLC		09/20/2023	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OLD PLANK TRAIL COMMUNITY BANK, N.A.		
<b>Street Address:</b>	20901 S. LaGrange Road		
<b>City:</b>	Frankfort		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60423		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4955388	G T A	
<b>Registration Number:</b>	1938698	GTA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125802201		
<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>	3125802230		
<b>Email:</b>	dmmiller@thompsoncoburn.com		
<b>Correspondent Name:</b>	Dylan Miller		
<b>Address Line 1:</b>	55 E. Monroe St.		
<b>Address Line 2:</b>	37TH FLOOR		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Dylan Miller		
<b>SIGNATURE:</b>	/Dylan Miller/		
<b>DATE SIGNED:</b>	01/18/2024		
<b>Total Attachments: 11</b>			
source=5. Old Plank (Wintrust) GTA Containers Intellectual Property Security Agreement dated 9.20(30950667.1)#page1.tif			
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (this “**Agreement**”) is executed and delivered as of September 20, 2023, by GTA Containers, LLC, an Indiana limited liability company (“**Borrower**”), to Old Plank Trail Community Bank, N.A., a national banking association (“**Lender**”).

**W I T N E S S E T H:**

WHEREAS, contemporaneously herewith, Lender is providing certain extensions of credit, loans and other financial accommodations (the “**Financial Accommodations**”) to Borrower evidenced by, among other documents, (a) that certain Loan and Security Agreement of even date herewith by and between Borrower and Lender (as amended or restated from time to time, the “**Loan Agreement**”) and (b) the “**Other Agreements**” (as defined in the Loan Agreement) (the Other Agreements, together with the Loan Agreement and any other agreements, documents and instruments now or at any time hereafter executed and delivered in connection with the foregoing are collectively the “**Loan Documents**”);

WHEREAS, pursuant to the Loan Agreement, Borrower granted to Lender a security interest and lien in and to all of Borrower’s assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever, in each case other than any Excluded Collateral; and

WHEREAS, Lender is willing to provide the Financial Accommodations to Borrower, provided, among other things, Borrower executes and delivers this Agreement to Lender.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of Borrower and Lender set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower covenants unto and agrees with Lender as follows:

1. **Incorporation of Loan Agreement**. The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms in this Agreement, including the Exhibits, which have an initial capital letter where not required by the rules of grammar, and which are not otherwise defined herein, are used herein as defined in the Loan Agreement.

2. **Grant of Security Interest in Intellectual Property**. To secure the full and timely payment and performance of the Liabilities, Borrower hereby grants and conveys to Lender a security interest and Lien in and to all of Borrower’s right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (collectively, the “**Intellectual Property Collateral**”):

A. (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on Exhibit “A”, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the “**Trademarks**”); provided that the Intellectual Property Collateral shall not include any application to register trademarks in the U.S. Patent and Trademark Office (the “PTO”) based upon Grantor’s “intent to use” such trademark (but only if the grant of security interest to such “intent to use” trademark violates of 15 U.S.C. § 1060(a)) unless and

until a “Statement of Use” or “Amendment to Allege Use” is filed in the PTO with respect thereto, at which point the Intellectual Property Collateral shall include, and the security interest granted hereunder shall attach to, such application;

B. (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on Exhibit “B”, (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively, the “**Patents**”);

C. (i) copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on Exhibit “C”, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the “**Copyrights**”);

D. license agreements for Trademarks, Patents and Copyrights, whether Borrower is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit “D”, and the right to prepare for sale, sell and advertise for sale all “Inventory” as defined in the Loan Agreement now or hereafter owned by Borrower and now or hereafter covered by such licenses (collectively, the “**Licenses**”); and

E. the goodwill of Borrower’s business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

This Agreement is made for collateral purposes only. Borrower acknowledges and agrees that upon the occurrence of an Event of Default, Lender is hereby granted an irrevocable, non-exclusive license or other right to use, license or sub-license any or all of the Intellectual Property Collateral. Borrower covenants and agrees to execute and deliver to Lender all agreements, instruments, documents and other written matter that Lender may request, in form and substance acceptable to Lender, to perfect and maintain perfected Lender’s security interests and Lien in and to the Intellectual Property Collateral and to consummate the transactions contemplated by this Paragraph 2.

3. **Restrictions on Future Agreements.**

A. Borrower agrees that until the Liabilities shall have been paid and satisfied in full and the Loan Documents have been terminated, Borrower will not, without Lender’s prior written consent, enter into any document, instrument or agreement which is inconsistent with Borrower’s obligations under this Agreement. Borrower further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Lender under this Agreement.

B. Borrower hereby represents and warrants to Lender that Borrower has not granted any license or security interest to any Person in connection with any of the Intellectual Property Collateral other than security interests in favor of Lender and PCI II, L.P., a Delaware limited partnership, acting in

its capacity as administrative agent for certain term loan lenders. Borrower hereby covenants unto Lender that until the Liabilities shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, Borrower shall not grant any license or security interest to any third party in connection with the Intellectual Property Collateral without Lender's prior written consent.

4. **New Trademarks, Patents, Copyrights and Licenses.** Borrower represents and warrants that the Trademarks, Patents, Copyrights and Licenses listed on Exhibits "A", "B", "C" and "D" respectively constitute all of the trademarks, trademark registrations, patents, patent registrations, copyrights, applications therefor and licenses now owned by Borrower. If, prior to payment of the Liabilities in full, Borrower shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, application for copyright registration or licenses, or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, copyright, application for copyright registration or license renewal, the provisions of Paragraph 2 above shall automatically apply thereto and Borrower shall provide Lender with prompt notice thereof. Borrower hereby authorizes Lender to modify this Agreement by amending Exhibits "A", "B", "C" and "D" to include any future trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, applications for copyright registration and licenses.

5. **Royalties; Terms.** Borrower hereby agrees that the use by Lender of all Intellectual Property Collateral after an Event of Default as described above shall be without any liability for royalties or other related charges from Lender to Borrower. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Patents, Copyrights and Licenses in which a security interest is granted hereunder, or (ii) the payment to Lender of the Liabilities in full and the termination of the Loan Documents.

6. **Lender's Right to Inspect.** Lender shall have the right, subject to Section 4.3 of the Loan Agreement, to inspect Borrower's premises and to examine Borrower's books, records and operations, including, without limitation, Borrower's quality control processes. Upon an Event of Default, Borrower agrees that Lender shall have the right to establish such additional product quality controls as Lender, in its reasonable discretion, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks, Patents, Copyrights or Licenses. Borrower agrees not to sell or assign its interest in, or grant any licenses under, the Trademarks, Patents, Copyrights or Licenses, other than non-exclusive licenses and sublicenses of the Trademarks, Patents, Copyrights or Licenses in the ordinary course of business not interfering, individually or in the aggregate, in any material respect with the business of the Borrower, without the consent of Lender.

7. **Nature and Termination of Lender's Security Interest.** This Agreement is made for collateral purposes only. Except as otherwise provided in Paragraphs 3, 6 and 13 hereof, nothing contained herein shall be deemed to limit in any way Borrower's right to use the Trademarks, Patents, Copyrights or Licenses or to grant to Lender any right to use the Trademarks, Patents, Copyrights or Licenses prior to an Event of Default.

8. **Duties of Borrower.** Borrower shall, to the extent necessary or reasonably economically desirable in the operation of Borrower's business, (i) prosecute diligently any trademark, patent and copyright registration pending as of the date hereof or at any time hereafter, until the Liabilities shall have been paid in full, (ii) make applications for trademarks, patents and copyrights, as appropriate, and (iii) preserve and maintain all Intellectual Property Collateral that is reasonably necessary to the conduction of Borrower's business. Any expenses incurred in connection with such applications shall be borne by

Borrower. Borrower shall not abandon any Intellectual Property Collateral that is material in the operation of Borrower's business, without the consent of Lender.

9. **Lender's Right to Sue.** Upon an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or in the name of Borrower to enforce the Trademarks, Patents, Copyrights and Licenses. If Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all acts and execute any and all instruments, documents and agreements reasonably required by Lender to enforce such Intellectual Property Collateral, and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights and remedies under this Paragraph 9, to the extent the Borrower would be required to do so pursuant to Section 12.12 of the Loan Agreement.

10. **Waivers.** Lender's failure at any time or times hereafter to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an Event of Default shall not suspend, waive or affect any other Event of Default, whether same is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, warranties, covenants and representations of Borrower contained in this Agreement and no Event of Default by Borrower shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing signed by an officer of Lender and directed to Borrower specifying such suspension or waiver.

11. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 4 hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Lender's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by the Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as Borrower's true and lawful attorney-in-fact, with power, upon an Event of Default and commencement by Lender of any of its rights and remedies whatsoever, whether pursuant to this Agreement, the Loan Documents, at law, in equity or otherwise, to (a) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in connection with selling the Intellectual Property Collateral, (b) take any other actions with respect to the Intellectual Property Collateral as Lender reasonably decides in its sole and absolute discretion, (c) assign, pledge, sell, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to any person or entity as Lender may determine in its reasonable discretion, and (d) grant or issue any non-exclusive license under the Intellectual Property Collateral, to any person or entity. Borrower agrees to indemnify Lender for any infringement claims or other similar claims filed or asserted against Lender from the use of any of the Intellectual Property Collateral; provided that Borrower shall have no obligation to indemnify Lender for any claims arising from the gross negligence or willful misconduct of Lender. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and all financing

arrangements between Borrower and Lender have been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Documents, at law or in equity, but rather is in addition to and intended to facilitate the exercise of such rights and remedies.

14. **Binding Effect; Benefits**. This Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Lender, its nominees, successors and assigns.

15. **Notice**. Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties hereto at their addresses set forth in the Loan Agreement and shall be effective as set forth in the Loan Agreement.

16. **Governing Law**. This Agreement shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Illinois.

[signature page follows]

IN WITNESS WHEREOF, Borrower's duly authorized officer has executed this Agreement as of the date first set forth above.

GTA CONTAINERS, LLC,  
an Indiana limited liability company

By:   
Name: Mike Fernander  
Title: President

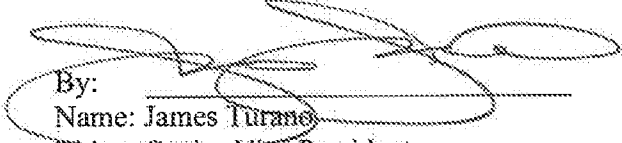
*[Signature page to Intellectual Property Security Agreement]*



**ACCEPTANCE**

The undersigned, Old Plank Trail Community Bank, N.A., a national banking association, accepts the foregoing collateral assignment of Intellectual Property.

**OLD PLANK TRAIL COMMUNITY BANK,  
N.A.,**  
a national banking association

  
By: \_\_\_\_\_  
Name: James Turano  
Title: Senior Vice President

*[Acceptance page to Intellectual Property Security Agreement]*

**SCHEDULE A**

**Trademarks and Trademark Registrations**

<u>Borrower</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
GTA Containers, LLC	GTA	United States	4955388	5/10/2016
GTA Containers, LLC	GTA	United States	1938698	11/28/1995

**SCHEDULE B**

**Patents and Patent Registrations**

<u>Borrower</u>	<u>Patent</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
GTA Containers, LLC	Vent Assembly for Collapsible Storage Tank	United States	9138938	9/22/2015
GTA Containers, LLC	Vent Assembly for Collapsible Storage Tank	United States	8777050	7/15/2014
GTA Containers, LLC	Method of Fabricating and Testing a Storage Tank	United States	6842955	1/18/2005
GTA Containers, LLC	Method of Fabrication of Collapsible Storage Tank	United States	9663290	5/30/2017
GTA Containers, LLC	Design and Method of Fabrication of Collapsible Storage Tank	United States	10384865	8/20/2019
GTA Containers, LLC	Collapsible Storage Tank for Liquids	United States	6648507	11/18/2003
GTA Containers, LLC	Design and Method of Fabrication of Collapsible Storage Tank	United States	16544231	8/19/2019

**SCHEDULE C**

**Copyrights and Copyright Applications**

<u>Borrower</u>	<u>Copyright</u>	<u>Registration Number</u>
None		

**SCHEDULE D**

**License Agreements**

None.