

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM865410

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	First Lien Intellectual Property Security Interest Assignment Agreement
RESUBMIT DOCUMENT ID:	900811173

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA, as the resigning administrative agent		09/15/2023	Chartered Bank: NEW YORK

RECEIVING PARTY DATA

Name:	Acquiom Agency Services LLC, as the successor administrative agent
Street Address:	950 17th Street, Suite 1400
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	Limited Liability Company: COLORADO

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2143443	NEXCYCLE
Registration Number:	2181175	NEXCYCLE
Registration Number:	5540526	LIVE GREEN. THINK PURPLE. CHOOSE RIPPLE.
Registration Number:	5540524	RIPPLEGLASS
Registration Number:	5540523	
Registration Number:	5540521	GOT GLASS?
Registration Number:	5540519	RIPPLEGLASS
Serial Number:	97448788	NEXCYCLE

CORRESPONDENCE DATA

Fax Number: 2128366637

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: 12128367319

Email: PAUL.SOMELOFSKE@ARNOLDPORTER.COM

Correspondent Name: Paul J. Somelofske

Address Line 1: C/O ARNOLD & PORTER KAYE SCHOLER, LLP

Address Line 2: 250 West 55th Street

Address Line 4: New York, NEW YORK 10019-9710

TRADEMARK

ATTORNEY DOCKET NUMBER:	1106013.00002.05948
NAME OF SUBMITTER:	Paul J. Somelofske
SIGNATURE:	/Paul J. Somelofske/
DATE SIGNED:	01/03/2024

Total Attachments: 7

source=6. [Executed] 1L IP Assignment Agreement - GS to Acquiom 7860-0514_(US_174545520_1)#page1.tif
source=6. [Executed] 1L IP Assignment Agreement - GS to Acquiom 7860-0514_(US_174545520_1)#page2.tif
source=6. [Executed] 1L IP Assignment Agreement - GS to Acquiom 7860-0514_(US_174545520_1)#page3.tif
source=6. [Executed] 1L IP Assignment Agreement - GS to Acquiom 7860-0514_(US_174545520_1)#page4.tif
source=6. [Executed] 1L IP Assignment Agreement - GS to Acquiom 7860-0514_(US_174545520_1)#page5.tif
source=6. [Executed] 1L IP Assignment Agreement - GS to Acquiom 7860-0514_(US_174545520_1)#page6.tif
source=6. [Executed] 1L IP Assignment Agreement - GS to Acquiom 7860-0514_(US_174545520_1)#page7.tif

FIRST LIEN INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT

THIS FIRST LIEN INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into as of this 15th day of September, 2023, by GOLDMAN SACHS BANK USA, (“Goldman Sachs”), as the resigning administrative agent under the IP Security Agreement (as defined below) and the Security Agreement (as defined below) (in such capacity, “Assignor”), in favor of ACQUIOM AGENCY SERVICES LLC, as the successor administrative agent (in such capacity, “Assignee”).

W I T N E S S E T H

WHEREAS, Strategic Materials Holding Corp., a Delaware corporation, as borrower (the “Borrower”), SMI Group Acquisitions, Inc., a Delaware corporation, each lender from time to time party thereto and Goldman Sachs, as Swing Line Lender, L/C Issuer and Administrative Agent are parties to a First Lien Credit Agreement, dated as of November 1, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”);

WHEREAS, in connection with the First Lien Credit Agreement, Assignor is party to (i) the First Lien Security Agreement, dated as of November 1, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), made by the Loan Parties party thereto in favor of Assignor and (ii) the First Lien Intellectual Property Security Agreement Supplement, dated as of September 22, 2022 (the “IP Security Agreement”), made by Ripple Glass, LLC and NexCycle, Inc. (collectively, the “Grantors”) in favor of the Assignor, which was recorded with the United States Patent and Trademark Office on September 27, 2022 on Reel 7860 / Frame 0514;

WHEREAS, pursuant to (i) the IP Security Agreement and (ii) the Security Agreement, as security for the payment or performance, as the case may be, in full, of the Secured Obligations, each Grantor granted to Assignor, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in and to the Additional Collateral (as defined in the IP Security Agreement), including, without limitation, the trademarks and trademark applications described on Annex A annexed hereto and made a part hereof;

WHEREAS, in accordance with the First Lien Credit Agreement and pursuant to that certain Successor First Lien Agent Agreement, dated as of September 15, 2023, among Assignor, Assignee, the lenders party thereto and the Loan Parties (the “1L Successor Agent Agreement”), the Assignor has resigned as administrative agent under the First Lien Credit Agreement, the Security Agreement, the IP Security Agreement and the other Loan Documents (as defined in the First Lien Credit Agreement);

WHEREAS, pursuant to the 1L Successor Agent Agreement, Assignee has, among other things, assumed and succeeded to all of the rights, powers, discretions, privileges and duties

of Goldman Sachs as administrative agent under the First Lien Credit Agreement and the other Loan Documents (including, without limitation, under the Security Agreement and the IP Security Agreement); and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor's rights and interests under the IP Security Agreement, including, without limitation, Assignor's Security Interest in the Additional Collateral (as defined in the IP Security Agreement), including, without limitation, the trademarks and trademark applications described on Annex A hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement or the IP Security Agreement, as applicable.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of the rights, powers, duties and interests of Assignor under the IP Security Agreement, including, without limitation, Assignor's Security Interest in the Additional Collateral (as defined in the IP Security Agreement), including, without limitation, the trademarks and trademark applications described on Annex A annexed hereto, and Assignee does hereby accept and assume all such rights, powers, duties, and interests of the Assignor under the IP Security Agreement as if it were the original administrative agent thereunder, including, without limitation, the Security Interest in the Additional Collateral (as defined in the IP Security Agreement), including, without limitation, the trademarks and trademark applications described on Annex A annexed hereto.

3. Acknowledgment of Grantors. Each Grantor hereby (i) confirms its grant to Assignee of the Security Interest in the Additional Collateral (as defined in the IP Security Agreement), including, without limitation, the trademarks and trademark applications described on Annex A annexed hereto, as security for the payment or performance, as the case may be, in full, of the Secured Obligations (as defined in the Security Agreement) and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its Security Interest in the Additional Collateral (as defined in the IP Security Agreement) are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

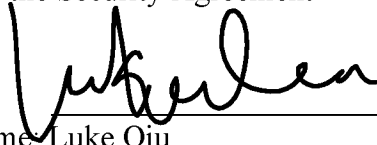
5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

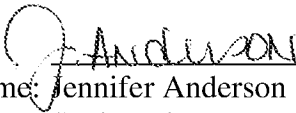
ASSIGNOR:

GOLDMAN SACHS BANK USA, as the resigning administrative agent under the IP Security Agreement and the Security Agreement

By: 
Name: Luke Qiu
Title: Authorized Signatory

ASSIGNEE:

ACQUIOM AGENCY SERVICES LLC, as the
successor administrative agent

By:  _____
Name: Jennifer Anderson
Title: Senior Director

ACKNOWLEDGED AND AGREED:

RIPPLE GLASS, LLC, as Grantor

By: Strategic Materials, Inc., its sole member

By:  _____

Name: Paul Garris

Title: Senior Vice President and Chief Financial Officer

NEXCYCLE, INC., as Grantor

By:  _____


Name: Paul Garris

Title: Senior Vice President and Chief Financial Officer

ANNEX A

Trademark Registrations/Applications

	<u>Owner</u>	<u>Mark</u>	<u>Country</u>	<u>Serial Number</u>	<u>Reg. Number</u>
1.	Nexcycle, Inc.	NEXCYCLE (class 040)	USA	75/136123	2143443
2.	Nexcycle, Inc.	NEXCYCLE (class 037)	USA	75/136121	2181175
3.	Nexcycle, Inc.	NEXCYCLE (DESIGN) NEXCYCLE	USA	97/448788	N/A
4.	Nexcycle, Inc.	NEXCYCLE	Canada	0818272	TMA516125
5.	Nexcycle, Inc.	NEXCYCLE (DESIGN) NEXCYCLE	Canada	2191613	N/A
6.	Ripple Glass, LLC	LIVE GREEN. THINK PURPLE. CHOOSE RIPPLE.(w/ Design) LIVE GREEN. THINK PURPLE. CHOOSE RIPPLE.	USA	87751178	5540526
7.	Ripple Glass, LLC	RIPPLEGLASS (w/ Design) RIPPLEGLASS	USA	87751174	5540524
8.	Ripple Glass, LLC	(Design Only) 	USA	87751171	5540523
9.	Ripple Glass, LLC	GOT GLASS? (w/ Design)	USA	87751130	5540521

	<u>Owner</u>	<u>Mark</u>	<u>Country</u>	<u>Serial Number</u>	<u>Reg. Number</u>
		GOT GLASS?			
10.	Ripple Glass, LLC	RIPPLEGLASS (w/ Design) 	USA	87751125	5540519

Domain Names

<u>Domain Name</u>	<u>Creation Date</u>	<u>Expiration Date</u>	<u>Registrant Name</u>	<u>Registrar</u>
nexcycle.com	11/01/1996	10/30/2023	Private registration	GoDaddy.com, LLC