

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM871957

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Eco-Products, PBC		01/26/2024	Public Benefit Corporation: COLORADO
Novolex Heritage Bag, LLC		01/26/2024	Limited Liability Company: TEXAS
Novolex Holdings, LLC		01/26/2024	Limited Liability Company: DELAWARE
Waddington North America, Inc.		01/26/2024	Corporation: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as Collateral Agent
Street Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	7176390	
Registration Number:	6719208	LOAD & FOLD
Registration Number:	7189891	HILEX
Registration Number:	6713656	LOAD & CLOSE
Registration Number:	6901875	HERITAGE
Serial Number:	98327834	CIRC CONTROLS INTENDED TO REMOVE CONTAMI
Serial Number:	98327837	CIRC
Registration Number:	6799977	WADDINGTON
Registration Number:	6639573	LOAD & SEAL

CORRESPONDENCE DATA

Fax Number: 2024083141

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.

CH \$240.00 7176390

Phone:	2024083141
Email:	jean.paterson@cscglobal.com
Correspondent Name:	CSC
Address Line 1:	1090 Vermont Avenue, NW
Address Line 4:	Washington, D.C. 20005

NAME OF SUBMITTER:	Jean Paterson
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SIGNATURE:	/jep/
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DATE SIGNED:	01/29/2024
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Total Attachments: 5

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Notice of Grant of Security Interest in Intellectual Property

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of January 26, 2024 (this “Notice”), made by ECO-PRODUCTS, PBC, a Colorado public benefit company, NOVOLEX HERITAGE BAG, LLC, a Texas limited liability company, NOVOLEX HOLDINGS, LLC, a Delaware limited liability company and WADDINGTON NORTH AMERICA, INC., a Massachusetts corporation (each a “Pledgor” and collectively, the “Pledgors”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement, dated as of April 13, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Clydesdale Acquisition Holdings, Inc., a Delaware corporation (the “Borrower”), each Subsidiary of the Borrower identified therein, Wilmington Trust, National Association, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein), and Credit Suisse AG, Cayman Islands AG, as Applicable Authorized Representative (as defined therein). The parties hereto agree as follows:

SECTION 1. ***Terms.*** Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. ***Grant of Security Interest.*** As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”) all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. ***Collateral Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the

rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

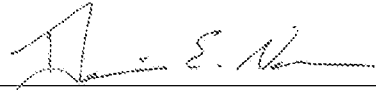
SECTION 4. **Counterparts.** This Notice may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Any signature to this Notice may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. Federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Notice.

SECTION 5. **Governing Law.** THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

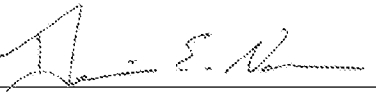
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

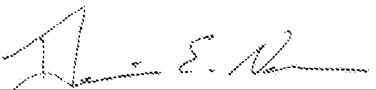
ECO-PRODUCTS, PBC,
as Pledgor

By: 
Name: Dennis E. Norman
Title: Vice President, Treasurer and
Chief Financial Officer

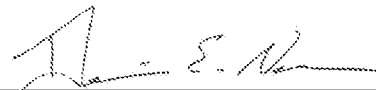
NOVOLEX HERITAGE BAG, LLC,
as Pledgor

By: 
Name: Dennis E. Norman
Title: Vice President, Treasurer and
Chief Financial Officer

NOVOLEX HOLDINGS, LLC,
as Pledgor

By: 
Name: Dennis E. Norman
Title: Vice President, Treasurer and
Chief Financial Officer

WADDINGTON NORTH AMERICA,
INC., as Pledgor

By: 
Name: Dennis E. Norman
Title: Vice President, Treasurer and
Chief Financial Officer

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Collateral Agent,

By: Karen Ferry
Name: Karen Ferry
Title: Vice President

Schedule I
to Notice of Grant of Security Interest in Trademarks

Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
NOVOLEX HOLDINGS, LLC	Design only	88499907	7/3/2019	7176390	9/26/2023
NOVOLEX HOLDINGS, LLC	LOAD & FOLD	88216562	12/4/2018	6719208	5/3/2022
NOVOLEX HOLDINGS, LLC	HILEX	88499763	7/3/2019	7189891	10/10/2023
NOVOLEX HOLDINGS, LLC	LOAD & CLOSE	88216581	12/4/2018	6713656	4/26/2022
NOVOLEX HOLDINGS, LLC	LOAD & SEAL	88216590	12/4/2018	6639573	2/8/2022
NOVOLEX HERITAGE BAG, LLC	HERITAGE	90217905	9/28/2020	6901875	11/15/2022
ECO-PRODUCTS, PBC	CIRC CONTROLS INTENDED TO REMOVE CONTAMINATION	98327834	12/22/2023		
ECO-PRODUCTS, PBC	CIRC	98327837	12/22/2023		
WADDINGTON NORTH AMERICA, INC.	WADDINGTON	90217896	9/28/2020	6799977	7/26/2022