

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI115391

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PLASTIC SUPPLIERS, INC.		03/22/2024	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Company Name:	MIDCAP BUSINESS CREDIT LLC		
Street Address:	433 South Main Street		
City:	West Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06110		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3056549	EARTHFIRST	
Registration Number:	6928445	EARTHFIRST	
Registration Number:	7215830	NATURALLY BETTER PACKAGING	
Registration Number:	402577	POLYFLEX	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	7136328629		
Email:	kareem.ansley@blankrome.com		
Correspondent Name:	KAREEM ANSLEY		
Address Line 1:	BLANK ROME LLP		
Address Line 2:	717 TEXAS AVENUE, SUITE 1400		
Address Line 4:	HOUSTON, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	160562-01001		
NAME OF SUBMITTER:	Kareem Ansley		
SIGNATURE:	Kareem Ansley		
DATE SIGNED:	03/22/2024		
Total Attachments: 3			

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Trademark Security Agreement”) is made as of March 22, 2024, by PLASTIC SUPPLIERS, INC., a New Jersey corporation (“Parent” and together with each Person joined hereto from time to time, each a “Grantor” and collectively the “Grantors”), in favor of MIDCAP BUSINESS CREDIT LLC, a Texas limited liability company, as Lender (as defined in the Loan Agreement (as defined below)) (together with its successors and assigns in such capacity, “Grantee”).

WHEREAS, each Grantor has adopted, has used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Grantors and certain affiliates of the Grantors have entered into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, refinanced, replaced, extended, supplemented or otherwise modified from time to time, the “Loan Agreement”), in favor of Grantee; and

WHEREAS, pursuant to the Loan Agreement, each Grantor has granted to the Grantee, a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment and performance of the Obligations.

NOW, THEREFORE, to secure the prompt payment and performance of the Obligations, each Grantor hereby pledges and grants to Grantee, a continuing security interest in and to and Lien on the Collateral.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

PLASTIC SUPPLIERS, INC.

By: Michael DuFrayne
Name: Michael DuFrayne
Title: President & Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008377 FRAME: 0678

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Loan Party	Mark	Registration Number	Registration Date
Plastic Suppliers, Inc.	EARTHFIRST	3056549	Jan. 31, 2006
Plastic Suppliers, Inc.	EARTHFIRST	6928445	Dec. 20, 2022
Plastic Suppliers, Inc.	NATURALLY BETTER PACKAGING	7215830	Nov. 14, 2023
Plastic Suppliers, Inc.	POLYFLEX	402577	Aug. 03, 1943

[Schedule A]