

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM697338

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nexeo Plastics, LLC		12/21/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	State Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6052237	NEXEO PLASTICS	
Registration Number:	6052235	NEXEO PLASTICS	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	Gayle D. Grocke		
Address Line 2:	Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	049646-0477		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	12/23/2021		
Total Attachments: 6			
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ABL TRADEMARK SECURITY AGREEMENT

This **ABL TRADEMARK SECURITY AGREEMENT**, dated as of December 21, 2021 (this “**Agreement**”), is made by NEXEO PLASTICS, LLC (the “**Grantor**”) in favor of GOLDMAN SACHS BANK USA (“**Goldman**”), in its capacity as administrative agent and collateral agent for the Secured Parties (as defined in the Credit Agreement defined below) (in such capacity and together with its successors and assigns in such capacity, the “**Agent**”).

WHEREAS, pursuant to that certain ABL Credit Agreement, dated as of March 29, 2019, by and among GPD COMPANIES, INC., a Delaware corporation (the “**Company**” or “**Borrower Agent**”), each of the other U.S. Subsidiaries party thereto as a borrower (each, a “**U.S. Subsidiary Borrower**” and, together with the Borrower Agent, the “**U.S. Borrowers**”), NEXEO PLASTICS CANADA CORP., a British Columbia corporation (the “**Canadian Lead Borrower**”), each of the other Canadian Subsidiaries party thereto as a borrower (each, a “**Canadian Subsidiary Borrower**” and, together with the Canadian Lead Borrower, the “**Canadian Borrowers**” and, collectively with the U.S. Borrowers, the “**Borrowers**”), GPD COMPANIES PARENT, INC., a Delaware corporation (“**Holdings**”), the subsidiaries of Holdings from time to time party hereto as subsidiary guarantors, the lenders from time to time party thereto (collectively, the “**Lenders**”), Goldman, as Agent and as an Issuing Bank and the Swingline Lender, and the other Issuing Banks party thereto (as amended, restated, amended and restated, refinanced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Secured Parties have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein;

WHEREAS, as a condition precedent to the obligation of the Secured Parties to make their respective extension of credit to the Borrowers under the Credit Agreement, the Grantor entered into an ABL Pledge and Security Agreement, dated as of March 29, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**ABL Pledge and Security Agreement**”), by and among the Grantor, the Affiliates of the Grantor party thereto and the Agent, pursuant to which the Grantor assigned, transferred and granted to the Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the ABL Pledge and Security Agreement, the Grantor agreed to execute this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

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

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the ABL Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. The Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under all of the following property, in each case, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor, and regardless of where located (collectively,

the “**Trademark Collateral**”) as security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations:

(a) all trademarks (including service marks), trade names, trade dress, and logos, slogans and other indicia of origin and the registrations and applications for registration thereof, including, without limitation, the registrations and applications listed in Schedule A attached hereto, and the goodwill of the business symbolized by the foregoing; (b) all registrations, registration applications and renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements, dilutions or violations thereof; (d) all rights to sue for past, present, and future infringements, dilutions or violations of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all domestic rights corresponding to any of the foregoing.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any intent-to-use Trademark applications prior to the filing and acceptance with the United States Patent and Trademark Office of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark applications under applicable law.

SECTION 3. ABL Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the ABL Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the ABL Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the ABL Pledge and Security Agreement, the provisions of the ABL Pledge and Security Agreement shall control.

SECTION 4. Intercreditor Agreement

Notwithstanding anything herein to the contrary, the liens and security interests granted pursuant to this Agreement and the other Loan Documents and the exercise of any right or remedy with respect to any Collateral hereunder and thereunder are subject to the provisions of the Intercreditor Agreement, dated as of March 29, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among Goldman Sachs Bank USA, as ABL Credit Facility Agent (as defined therein), U.S. Bank National Association, as Indenture Collateral Agent (as defined therein), certain other Persons party or that may become party thereto from time to time, and acknowledged by Holdings and certain Subsidiaries of Holdings party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 5. Governing Law

THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN

EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of page intentionally left blank]

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

NEXEO PLASTICS, LLC,
as Grantor

By: _____
Name: Michael Everett
Title: Chief Financial Officer

Accepted and Agreed:

GOLDMAN SACHS BANK USA,
as Agent

By: 
Name: Maria Riaz
Title: Authorized Signatory

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 007540 FRAME: 0572

SCHEDULE A
to
ABL TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Trademark	Jurisdiction	Reg. # ("RN") / App. # ("AN")	Registration Date ("RD") / Filing Date ("FD")	Expiration Date
Nexeo Plastics, LLC	Nexeo Plastics (Word)	USA	RN: 6052237	RN: 05/12/2020	5/12/2030
Nexeo Plastics, LLC	Nexeo Plastics (Image)	USA	RN: 6052235	RD: 5/12/2020	5/12/2030