

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699035

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APPLEGATE FIBERS SOUTH, LLC		12/31/2021	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Agent		
Street Address:	500 First Ave.		
Internal Address:	4th Floor (P7-PFSC-04-L)		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5892836	CHICKSHREDZ	
Registration Number:	5763790	MAXSHREDZ	
Registration Number:	5892834	MAXSHREDZ	
Registration Number:	5763791	PROSHREDZ	
Registration Number:	5892835	PROSHREDZ	
Registration Number:	5763792	SHREDZ	
Registration Number:	5763793	SHREDZ	
Registration Number:	6246035	SHREDZ NATURAL FIBER BLOW-IN INSULATION	
Registration Number:	3991179	SMARTSHREDZ	
Registration Number:	5762280	SMARTSHREDZ	
Registration Number:	6475930	SUPREMEPLUS	
Registration Number:	5673537	TURBOSHREDZ	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	3128637267		
Email:	jaclyn.di.grande@goldbergkohn.com		

OP \$315.00 5892836

Correspondent Name: Jaclyn Di Grande - Paralegal
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 E Monroe St., Ste 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 4033.191

NAME OF SUBMITTER: Jaclyn Di Grande

SIGNATURE: /jaclyn di grande/

DATE SIGNED: 12/31/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of December 31, 2021, by APPLGATE FIBERS SOUTH, LLC, a Michigan limited liability company (the "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, as agent (in such capacity, "Agent") for the Lenders (as defined below):

WITNESSETH

WHEREAS, Grantor, certain affiliates of Grantor from time to time party thereto, Agent and the other lenders from time to time party thereto (collectively, the "Lenders") have entered into a certain Revolving Credit, Term Loan and Security Agreement dated as of December 31, 2021 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to the Borrowers thereunder by Agent and the Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of the assets of such Grantor.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Defined Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Agent, for itself and the ratable benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each trademark, trademark application and/or trademark registration listed on Schedule 1 annexed hereto, together with any renewals, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such trademark, trademark application and/or trademark registration; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark, trademark application and/or trademark registration, or (ii) injury to the goodwill associated with any trademark, trademark application and/or trademark registration.

3. Credit Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms

that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Authorization to Supplement. If Grantor shall obtain rights to any new Trademark Collateral, this Agreement shall automatically apply thereto. Grantor shall give notice to Agent with respect to any such new Trademark Collateral by delivery of a Compliance Certificate in accordance with the terms of the Credit Agreement. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new Trademark Collateral of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1.


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

6. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; JUDICIAL REFERENCE. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE SET FORTH IN SECTION 16.1 AND 12.3 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGES FOLLOW]

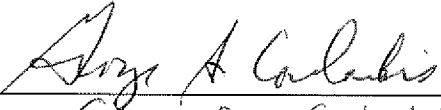
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

APPLEGATE FIBERS SOUTH, LLC,
as Grantor

By: 
Name: Victor Birchmeier
Title: Chief Financial Officer and Treasurer







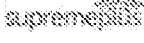
Agreed and Accepted

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: George S. Couladis
Its: SVP

SCHEDULE 1

TRADEMARKS

<u>Title</u>	<u>Application Number</u>	<u>Registration Date Application Date</u>	<u>Registration Number</u>	<u>Owner</u>
CHICKSHREDZ and Design 	88149705	10/22/2019 10/18/2018	5892836	Applegate Fibers South, LLC
MAXSHREDZ	86791957	05/28/2019 10/19/2015	5763790	Applegate Fibers South, LLC
MAXSHREDZ and Design 	88149679	10/22/2019 10/10/2018	5892834	Applegate Fibers South, LLC
PROSHREDZ	86791984	05/28/2019 10/19/2015	5763791	Applegate Fibers South, LLC
PROSHREDZ and Design 	88149700	10/22/2019 10/10/2018	5892835	Applegate Fibers South, LLC
SHREDZ	86791997	05/28/2019 10/19/2015	5763792	Applegate Fibers South, LLC
SHREDZ and Design 	86792008	05/28/2019 10/19/2015	5763793	Applegate Fibers South, LLC
SHREDZ NATURAL FIBER BLOW-IN INSULATION and Design 	88149711	01/12/2021 10/10/2018	6246035	Applegate Fibers South, LLC
SMARTSHREDZ	85098665	07/05/2011 08/03/2010	3991179	Applegate Fibers South, LLC
SMARTSHREDZ and Design 	88149693	05/28/2019 10/10/2018	5762280	Applegate Fibers South, LLC
SUPREMEPLUS and Design 	90342627	09/07/2021 11/25/2020	6475930	Applegate Fibers South, LLC
TURBOSHREDZ	87915194	02/12/2019 05/10/2018	5673537	Applegate Fibers South, LLC

TRADEMARK APPLICATIONS

None.