

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699839

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALLIED PLASTICS LLC		12/31/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	8850 BOEDEKER		
Internal Address:	4TH FLOOR		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	BANKING ASSOCIATION: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6230066	FISHERMAN SIDEKICK	
Serial Number:	97002251	BAM! BAD ASS MATS	
Serial Number:	90723707	BAM! BAD ASS MATS	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	2147455612		
Email:	ngraham@winstead.com		
Correspondent Name:	Nancy Graham c/o WINSTEAD PC		
Address Line 1:	2728 N. Harwood Street		
Address Line 2:	Suite 500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	3134-2071		
NAME OF SUBMITTER:	NANCY GRAHAM		
SIGNATURE:	/Nancy Graham/		
DATE SIGNED:	01/05/2022		
Total Attachments: 7			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the “Agreement”) is entered into as of December 31, 2021 by and among Comerica Bank, as administrative agent (in such capacity, the “Agent”), and Allied Plastics LLC, a Delaware limited liability company (“Grantor”).

RECITALS

A. Agent and certain lenders (the “Lenders”) have agreed to continue to make certain advances of money and to extend certain financial accommodation to All-State Industries, Inc. an Iowa corporation and BSC ASI Buyer, LLC (collectively, the “Borrowers”) (the “Loans”) in the amounts and manner set forth in that certain Revolving Credit and Term Loan Agreement by and among Borrowers, Lenders and Agent dated as of February 13, 2019 (as the same may be amended, modified or supplemented from time to time, the “Credit Agreement”; capitalized terms used herein are used as defined in the Credit Agreement).

B. Pursuant to the Credit Agreement, the Grantor has granted liens in its assets to Agent, as collateral agent for the Lenders, pursuant to its joinder to that certain Security Agreement dated as of February 13, 2019 (the “Security Agreement”).

C. Lenders are willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to Agent for the benefit of the Lenders a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrowers under the Credit Agreement.

D. Pursuant to the terms of the Security Agreement, Grantor has granted to Agent a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement and all other agreements now existing or hereafter arising between Grantor and Agent, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement and under any other agreement now existing or hereafter arising by and among Agent, Lenders and Borrowers, Grantor grants and pledges to Agent for the benefit of the Lenders a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (as defined in the Security Agreement) (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Agent under the Security Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, except for those abandoned in the ordinary course of business.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

Fax: _____

Attn: _____

GRANTOR:

ALLIED PLASTICS LLC

By: *Peter Huff*

Peter Huff
Vice President and Manager

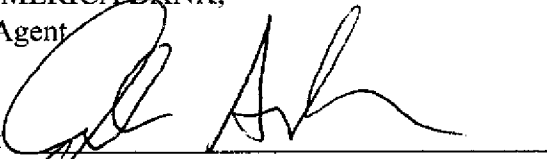
Address of Bank:

Comerica Bank
8850 Boedeker Street, 4th Floor
Dallas, Texas 75225
Phone: (214) 890-5130
Attn: Julie M. Brandenburg

AGENT:

COMERICA BANK,
as Agent

By:

A handwritten signature in black ink, appearing to read 'Julie M. Anderson', is written over a horizontal line.

Julie M. Anderson
Vice President

IP SCHEDULE

EXHIBIT A

Copyrights

None.

IP SCHEDULE

EXHIBIT B


Patents

Country	Patent Name	Application No.	Filing Date	Publication No.	Patent No.	Grant Date	Term Expirations Date (Nominal)	Recorded Owner
US	Seat Organizer	16/814,091	3/10/2020	N/A	N/A	N/A	N/A	Allied Plastics LLC

IP SCHEDULE

EXHIBIT C

Trademarks

Jurisdiction	Trademark	Status	Next Due Date	Class(es) & Goods/Services	App. Date/Reg. Date	Appl. No./Reg. No.	Recorded Owner
US	BAMI BAD-ASS MATS & Design 	Pending	N/A	Class 19... Ground protection mats for use in landscaping, horticulture, tree service, stonework, trenching, and construction	8/30/2021	97/002,251	Allied Plastics LLC
US	BAMI BAD-ASS MATS	Pending	N/A	Class 19... Ground protection mats for use in landscaping, horticulture, tree service, stonework, trenching, and construction	5/20/2021	90/723,707	Allied Plastics LLC
US	FISHERMAN SIDEKICK	Registered	12/22/22	Class 28... Fishing tackle box accessory, namely, a storage tray for easy in-seat access to fishing tools, beverages, cell	4/1/2020 12/22/2020	88/855,912 6,230,066	Allied Plastics LLC

TRADEMARK

REEL: 007550 FRAME: 0612

RECORDED: 01/05/2022