

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724547

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metro Plastics Technologies, LLC		04/27/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ironwood Capital Partners V LP		
Street Address:	45 Nod Road, Suite 2		
City:	Avon		
State/Country:	CONNECTICUT		
Postal Code:	06001-3819		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6560061	AD ATTIC DEK	
Registration Number:	6179340	PRO-FLO	
CORRESPONDENCE DATA			
Fax Number:	8883259172		
<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:	16172390567		
Email:	carla.hines@lockelord.com		
Correspondent Name:	Carla A. Hines		
Address Line 1:	LOCKE LORD LLP, 111 Huntington Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	1568615.00043		
NAME OF SUBMITTER:	Carla Hines		
SIGNATURE:	/s/ Carla Hines		
DATE SIGNED:	04/28/2022		
Total Attachments: 13			
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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY LIENS AND SECURITY INTERESTS HEREIN GRANTED, AND THE EXERCISE OF RIGHTS AND REMEDIES BY THE PURCHASERS AND AGENT HEREUNDER, ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AND SUBORDINATION AGREEMENT, DATED AS OF EVEN DATE HERewith (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), AMONG THE BORROWERS (AS DEFINED THEREIN), KEYBANK NATIONAL ASSOCIATION AS SENIOR AGENT, IRONWOOD CAPITAL PARTNERS V LP AND THE OTHER CREDITORS FROM TIME TO TIME 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.

SENIOR SUBORDINATED TRADEMARK SECURITY AGREEMENT

This SENIOR SUBORDINATED TRADEMARK SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this “**Agreement**”) is made effective as of April 27, 2022 by METRO PLASTICS TECHNOLOGIES, LLC, a Delaware limited liability company (the “**Pledgor**”), in favor of IRONWOOD CAPITAL PARTNERS V LP, a Delaware limited partnership, as the collateral agent under the Note Purchase Agreement, as hereinafter defined (the “**Agent**”), for the benefit of the Agent and the Purchasers, as hereinafter defined.

1. RECITALS.

Pledgor is entering into that certain Senior Subordinated Note Purchase Agreement, dated as of the date hereof, with the purchasers from time to time party thereto (together with their respective successors, collectively, the “**Purchasers**” and, individually, each a “**Purchaser**”), the other Note Parties party thereto, and the Agent (as the same may from time to time be amended, restated or otherwise modified, the “**Note Purchase Agreement**”).

The Pledgor understands that the Purchasers are willing to enter into the Note Purchase Agreement and grant the financial accommodations provided for in the Note Purchase Agreement only upon certain terms and conditions, one of which is that the Pledgor grant to the Agent, for the benefit of the Purchasers, a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of the Purchasers entering into the Note Purchase Agreement and each financial accommodation granted to the Borrowers by the Purchasers, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Note Purchase Agreement shall have their respective meanings ascribed to them in the Note Purchase Agreement, and (b) unless otherwise defined in the Note

Purchase Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

“Assignment” means an Assignment in the form of Exhibit A attached hereto.

“Collateral” means, collectively, all of the Pledgor’s existing and future right, title and interest in, to and under (a) trademarks, trademark registrations, trademark applications, service marks, trade names, and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those federally registered or pending trademarks listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights and rights in trade dress; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) general intangibles and all intangible intellectual or similar property of the Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; and (h) Proceeds of any of the foregoing; provided that Collateral shall not include any Excluded Property (as defined in the Security Agreement).

“Security Agreement” means that certain Senior Subordinated Pledge and Security Agreement, dated as of the date hereof, by and among the Pledgor, the other Note Parties party thereto and the Agent.

“USPTO” means the United States Patent and Trademark Office in Alexandria, Virginia.

3. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Secured Debt, the Pledgor hereby agrees that the Agent shall at all times have, and hereby grants to the Agent, for the benefit of the Purchasers, a security interest in all of the Collateral, including (without limitation) all of the Pledgor’s future Collateral, irrespective of any lack of knowledge by the Agent or the Purchasers of the creation or acquisition thereof.

4. Representations and Warranties. The Pledgor hereby represents and warrants to the Agent and each Purchaser as follows:

4.1. The Pledgor owns or has the right to use all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.

4.2. The Collateral is valid and enforceable, subject to the effects of (a) bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors’ rights generally and (b) general equitable principles (regardless of whether enforcement is sought in equity or at law).

4.3. The Pledgor has no knowledge of any material claim that the use of any of the Collateral does or may violate the rights of any Person.

4.4. Except for liens expressly permitted pursuant to Section 5.9 of the Note Purchase Agreement, the Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Pledgor not to sue third Persons.

4.5. The Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

4.6. The Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a Material Adverse Effect.

5. Events of Default and Remedies.

5.1. The Agent, for the benefit of the Purchasers, shall at all times have the rights and remedies of a secured party under the U.C.C. as in effect from time to time, in addition to the rights and remedies of a secured party provided elsewhere within this Agreement, any Note or any other Note Document, or otherwise provided in law or equity.

5.2. The Pledgor expressly acknowledges that the Agent, on behalf of the Purchasers, shall record this Agreement with the USPTO. Contemporaneously herewith, the Pledgor shall execute and deliver to the Agent the Assignment, which Assignment shall have no force and effect and shall be held by the Agent in escrow until the occurrence and continuance of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. Upon the occurrence and during the continuance of an Event of Default, the Assignment shall, at the option of the Agent, immediately take effect upon certification of such fact by an authorized officer of the Agent in the form reflected on the face of the Assignment and the Agent may, in its reasonable judgment, record the Assignment with the USPTO, or in any appropriate office in any foreign jurisdiction in which such trademark or other intellectual property interest is registered, or under whose laws such property interest has been granted.

5.3. If an Event of Default shall occur and be continuing, the Pledgor irrevocably authorizes and empowers the Agent, on behalf of the Purchasers, to terminate the Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to the Pledgor or any other Person or property, all of which the Pledgor hereby waives, and upon such terms and in such manner as the Agent may reasonably deem advisable, the Agent, on behalf of the Purchasers, in its sole discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that the Pledgor may have therein, at any time, or from time to time. No prior notice need be given to the Pledgor or to any other Person in the case of any sale of Collateral that the Agent determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case the Agent shall give the Pledgor

no fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. The Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, the Agent or any Purchaser may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights the Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, the Agent may apply the net proceeds of each such sale to or toward the payment of the Secured Obligations, whether or not then due, in such order and by such division as the Agent, in its sole discretion, may deem advisable. Any excess, to the extent permitted by law, shall be paid to the Pledgor, and the obligors on the Secured Obligations shall remain liable for any deficiency.

6. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. The Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that the Pledgor shall not be obligated to maintain any Collateral (i) in the event the Pledgor determines, in the reasonable business judgment of the Pledgor, that the maintenance of such Collateral is no longer necessary in the Pledgor's business, (ii) pursuant to a transaction permitted under the Note Purchase Agreement or the other Note Documents or (iii) abandonment of any Collateral permitted pursuant to Section 7 hereof. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by the Agent and the Purchasers in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be, to the extent payable by a Note Party pursuant to Section 10.5 of the Note Purchase Agreement, borne and paid by the Pledgor, upon written demand by the Agent.

7. The Pledgor's Obligation to Prosecute. Except as otherwise agreed to by the Agent in writing, the Pledgor shall have the duty to prosecute diligently any trademark or service mark that is necessary to the conduct of the Note Parties' business and pending as of the date of this Agreement or thereafter until the complete and full payment of all of the Secured Debt (other than contingent obligations for which no claims have been asserted), to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by the Pledgor. The Pledgor shall not abandon any Collateral without the prior written consent of the Agent, unless such abandonment will not have a Material Adverse Effect or such abandonment is in connection with the abandonment of a product or product line.

8. Agent's Right to Enforce. The Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. The Agent, on behalf of the Purchasers, shall have the right, but shall have no

obligation, to join in any such action. The Pledgor shall reimburse and indemnify the Agent and the Purchasers for all damages, reasonable costs and expenses, including attorneys' fees, incurred by the Agent and the Purchasers in connection with the provisions of this Section 8 and to the extent payable by a Note Party pursuant to Section 10.5 of the Note Purchase Agreement, in the event the Agent, on behalf of the Purchasers, elects to join in any such action commenced by the Pledgor.

9. Power of Attorney. The Pledgor hereby authorizes and empowers the Agent, on behalf of the Purchasers, to make, constitute and appoint any officer or agent of the Agent as the Agent may select, in its exclusive discretion, as the Pledgor's true and lawful attorney-in-fact after the occurrence and during the continuance of an Event of Default, with the power to endorse the Pledgor's name on all applications, documents, papers and instruments necessary for the Agent, on behalf of the Purchasers, to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for the Agent, on behalf of the Purchasers, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill, to any Person or Persons. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

10. Agent's Right to Perform Obligations. If the Pledgor fails to comply with any of its obligations under this Agreement, the Agent, on behalf of the Purchasers, may, but is not obligated to, upon giving reasonable notice to the Pledgor, do so in the Pledgor's name or in the name of the Agent, on behalf of the Purchasers, but at the Pledgor's expense, and the Pledgor hereby agrees to reimburse the Agent, upon request, in full for all expenses, including reasonable attorneys' fees, incurred by the Agent and the Purchasers in protecting, defending and maintaining the Collateral in accordance with Section 6 of this Agreement.

11. Additional Documents. The Pledgor shall, upon written request of the Agent, enter into such additional documents or instruments as may reasonably be required by the Agent in order to effectuate, evidence or perfect the interest of the Agent and the Purchasers in the Collateral, as evidenced by this Agreement.

12. New Collateral. If, before the Secured Debt (other than contingent obligations for which no claims have been asserted) shall have been irrevocably paid in full and the Commitment terminated, the Pledgor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and the Pledgor shall give the Agent prompt written notice thereof as provided in the Note Purchase Agreement.

13. Modifications for New Collateral. The Pledgor hereby authorizes the Agent to modify this Agreement by amending Schedule 1 hereto to include any future Collateral as contemplated by Sections 1 and 12 hereof and, at the Agent's request, the Pledgor shall execute any documents or instruments required by the Agent in order to modify this Agreement as provided by this Section 13, provided that any such modification to Schedule 1 shall be effective without the signature of the Pledgor.

14. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to the Pledgor, or the Agent or any Purchaser, mailed or delivered to it, addressed to such Person at its address specified on the signature pages of the Note Purchase Agreement or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered (if received during a Business Day, such Business Day, otherwise the following Business Day) or two Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile or electronic communication, in each case with telephonic confirmation of receipt. All notices from the Pledgor to the Agent or any Purchaser pursuant to any of the provisions hereof shall not be effective until received by the Agent or such Purchaser, as the case may be.

15. No Waiver or Course of Dealing. No course of dealing between the Pledgor and the Agent or any Purchaser, nor any failure to exercise, nor any delay in exercising, on the part of the Agent or any such Purchaser, any right, power or privilege hereunder or under any of the Note Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. Remedies Cumulative. Each right, power or privilege specified or referred to in this Agreement is in addition to any other rights, powers and privileges that the Agent or the Purchasers may have or acquire by operation of law, by other contract or otherwise. Each right, power or privilege may be exercised by the Agent and the Purchasers either independently or concurrently with other rights, powers and privileges and as often and in such order as the Agent and the Purchasers may deem expedient. All of the rights and remedies of the Agent and the Purchasers with respect to the Collateral, whether established hereby or by the Note Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

17. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. Modifications. This Agreement may be amended or modified only by a writing signed by the Pledgor and the Agent. No waiver or consent granted by the Agent and the Purchasers in respect of this Agreement shall be binding upon the Agent and the Purchasers unless specifically granted in writing, which writing shall be strictly construed. In the event that any provision of this Agreement is deemed to be inconsistent with any provision of any other document, other than the Note Purchase Agreement, the provisions of the Note Purchase Agreement shall control.

19. Assignment and Successors. This Agreement shall not be assigned by the Pledgor without the prior written consent of the Agent. This Agreement shall be binding upon the

Pledgor and the successors and permitted assigns of the Pledgor, and shall inure to the benefit of and be enforceable and exercisable by the Agent on behalf of and for the benefit of the Agent and the Purchasers and their respective successors and permitted assigns. Any attempted assignment or transfer without the prior written consent of the Agent shall be null and void.

20. Termination. At such time as the Secured Obligations (other than contingent obligations for which no claims have been asserted) shall have been irrevocably paid in full, the Commitment terminated, and the Note Purchase Agreement terminated and not replaced by any other credit facility with the Agent and the Purchasers, this Agreement shall automatically terminate. Upon written request of the Pledgor, the Agent shall promptly execute and deliver to the Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release the Agent's security interest in the Collateral, and the Pledgor will indemnify the Agent in all respects for all costs incurred by the Agent in connection with such termination.

21. Entire Agreement. This Agreement integrates all of the terms and conditions with respect to the Collateral and supersedes all oral representations and negotiations and prior writings, if any, with respect to the subject matter hereof.

22. Headings; Execution. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement. This Agreement may be executed by facsimile or other electronic signature, which, when so executed and delivered, shall be deemed to be an original.

23. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of the Pledgor, the Agent and the Purchasers hereunder shall be governed by and construed in accordance with New York law, without regard to principles of conflict of laws that would result in the application of the law of any other jurisdiction. The Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any New York state or federal court over any action or proceeding arising out of or relating to this Agreement, and the Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. The Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. The Pledgor agrees that a final, nonappealable judgment in any such action or proceeding in any state or federal court in the State of New York shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

24. JURY TRIAL WAIVER. THE PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE PLEDGOR, THE BORROWERS, THE AGENT AND THE PURCHASERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER

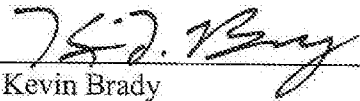
INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN
CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Trademark Security Agreement as of the date first set forth above.

PLEDGOR:

METRO PLASTICS TECHNOLOGIES, LLC

By: 
Name: Kevin Brady
Title: Vice President

[Signature Page to Senior Subordinated Trademark Security Agreement]

TRADEMARK
REEL: 007705 FRAME: 0011

SCHEDULE 1

TRADEMARKS

A. Registered Trademarks:

Metro Plastics Technologies, LLC

1. Attic Dek, registration number 6560061; filed January 4, 2021; registered November 16, 2021
2. Pro-Flo, registration number 6179340, filed April 8, 2020; registered October 20, 2020

B. Trademark Applications: None.

EXHIBIT A

FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY THE AGENT, FOR THE BENEFIT OF THE PURCHASERS, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE SENIOR SUBORDINATED TRADEMARK SECURITY AGREEMENT (THE “**AGREEMENT**”), DATED AS OF APRIL ___, 2022, EXECUTED BY METRO PLASTICS TECHNOLOGIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY (THE “**PLEDGOR**”), IN FAVOR OF IRONWOOD CAPITAL PARTNERS V LP, A DELAWARE LIMITED PARTNERSHIP, AS THE AGENT FOR THE PURCHASERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, THE “**AGENT**”). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF THE AGENT CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND IS CONTINUING AND THAT THE AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

IRONWOOD CAPITAL PARTNERS V LP, as the
Agent

By: Ironwood Capital Management V LLC
Its: General Partner

By: _____
Name: Alex Levental
Title: Managing Member

ASSIGNMENT

WHEREAS, METRO PLASTICS TECHNOLOGIES, LLC a Delaware limited liability company (the “**Pledgor**”), is the owner of the Collateral, as hereinafter defined;

WHEREAS, the Pledgor has executed a Senior Subordinated Trademark Security Agreement, dated as of April 27, 2022 (as the same may from time to time be amended, restated or otherwise modified, the “Agreement”), in favor of Ironwood Capital Partners V LP, as the Agent for the Purchasers, as defined in the Agreement (together with its successors and assigns, the “**Agent**”), pursuant to which the Pledgor has granted to the Agent, for the benefit of the Purchasers, a security interest in the Collateral as security for the Secured Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and the Agent’s election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto the Agent, for the benefit of the Purchasers, and their respective successors, transferees and assigns, all of the Pledgor’s existing and future right, title and interest in, to and under (a) trademarks, trademark registrations, trademark applications, service marks, and trade names, whether federal, state or foreign; (b) common law trademark rights; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) general intangibles and all intangible intellectual or similar property of the Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; and (h) Proceeds of any of the foregoing (collectively, the “**Collateral**”), including, but not limited to, the Collateral listed on Schedule 1 hereto that is registered in the United States Patent and Trademark Office in Alexandria, Virginia or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon certification of an authorized officer of the Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) the Agent, on behalf of the Purchasers, has elected to take actual title to the Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on _____, 2022.

METRO PLASTICS TECHNOLOGIES, LLC

By: _____

Name: Kevin Brady

Title: Vice President

[Signature Page to Assignment]

126163205v.3

RECORDED: 04/28/2022

**TRADEMARK
REEL: 007705 FRAME: 0015**