

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM747003

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spring-Fill Industries, LLC		08/08/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Administrative Agent		
Street Address:	320 South Canal Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2264992	SPRING-FILL	
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:	18888295817		
Email:	john.cunningham@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 South LaSalle St.		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Diandra M. LaMantia		
SIGNATURE:	/Diandra M. LaMantia/		
DATE SIGNED:	08/09/2022		
Total Attachments: 7			
source=Trademark Collateral Agreement (Spring-Fill Industries)#page1.tif			
source=Trademark Collateral Agreement (Spring-Fill Industries)#page2.tif			
source=Trademark Collateral Agreement (Spring-Fill Industries)#page3.tif			
source=Trademark Collateral Agreement (Spring-Fill Industries)#page4.tif			

OP \$40.00 2264992

source=Trademark Collateral Agreement (Spring-Fill Industries)#page5.tif

source=Trademark Collateral Agreement (Spring-Fill Industries)#page6.tif

source=Trademark Collateral Agreement (Spring-Fill Industries)#page7.tif

TRADEMARK COLLATERAL AGREEMENT

This 8th day of August, 2022, SHRINKFAST, LLC, a Delaware limited liability company, TRIANGLE TOOL, LLC, a Delaware limited liability company and SPRING-FILL INDUSTRIES, LLC, a Delaware limited liability company (collectively, “*Debtor*”), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO HARRIS BANK N.A. (“*BMO*”), acting as administrative agent hereunder for the Secured Creditors (as defined in the Security Agreement referred to below) (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations (as defined in the Credit Agreement (as defined in the Security Agreement)) of Debtor as set out in that certain Security Agreement, dated as of the date hereof, by and among Debtor and the other parties to such Security Agreement signing as “*Debtors*” thereto, and Agent, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any Excluded Collateral (as defined in the Security Agreement).

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark

registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

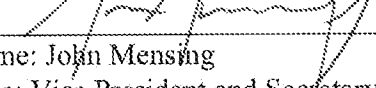
This Trademark Collateral Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the Facility Termination Date (as defined in the Credit Agreement). Upon the termination of this Trademark Collateral Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Debtor to evidence and record the release of the security interests in the Trademark Collateral granted herein.

This Trademark Collateral Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Collateral Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Collateral Agreement. This Trademark Collateral Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the laws of the State of New York. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

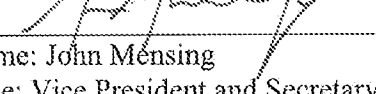
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

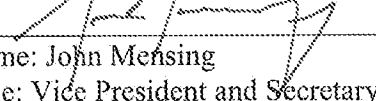
SPRING-FILL INDUSTRIES, LLC

By 
Name: John Mensing
Title: Vice President and Secretary

SHRINKFAST, LLC

By 
Name: John Mensing
Title: Vice President and Secretary

TRIANGLE TOOL, LLC

By 
Name: John Mensing
Title: Vice President and Secretary

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

SPRING-FILL INDUSTRIES, LLC

By _____
Name: _____
Title: _____

SHRINKFAST, LLC

By _____
Name: _____
Title: _____

TRIANGLE TOOL, LLC

By _____
Name: _____
Title: _____

Accepted and agreed to as of the date and year first above written.

BMO HARRIS BANK N.A., as Agent

By Betzaida Erdelyi
Name: Betzaida Erdelyi
Its: Managing Director

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

Registered Trademarks:

Owner	Description/Mark	Registration No.	Registration Date
Shrinkfast, LLC	SHRINKFAST	4260908	December 18, 2021
Spring-Fill Industries, LLC	Spring-Fill	2264992	July 27, 1999
Triangle Tool, LLC	TRIANGLE TOOL	1342058	June 18, 1985
Triangle Tool, LLC	TT	1331728	April 23, 1985