

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM797274

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Purecycle Technologies, Inc.		03/15/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Madison Pacific Trust Limited		
<b>Street Address:</b>	16 Harcourt Road		
<b>Internal Address:</b>	17th Floor, Far East Finance Centre		
<b>City:</b>	Admiralty		
<b>State/Country:</b>	HONG KONG		
<b>Entity Type:</b>	Limited Company: HONG KONG		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6871705	PUREZERO	
<b>Serial Number:</b>	97617457	PUREFIVE	
<b>Serial Number:</b>	97604933	PURE ZERO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8669471121		
<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>			
<b>Phone:</b>	585-263-1000		
<b>Email:</b>	kwalsh@nixonpeabody.com		
<b>Correspondent Name:</b>	Kristen M. Walsh, Nixon Peabody LLP		
<b>Address Line 1:</b>	1300 Clinton Square		
<b>Address Line 4:</b>	Rochester, NEW YORK 14604		
<b>ATTORNEY DOCKET NUMBER:</b>	96109-2		
<b>NAME OF SUBMITTER:</b>	Kristen Mollnow Walsh		
<b>SIGNATURE:</b>	/kristenmwash/		
<b>DATE SIGNED:</b>	03/24/2023		
<b>Total Attachments: 8</b>			
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**INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 15, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), is made by PURECYCLE TECHNOLOGIES, INC., a Delaware corporation (the “Grantor”) in favor of MADISON PACIFIC TRUST LIMITED, as security agent for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “Security Agent”).

WHEREAS, the Grantor (in such capacity, the “Borrower”) has entered into that certain Credit Agreement, dated as of the date hereof (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, each lender from time to time a party thereto, Madison Pacific Trust Limited, as the administrative agent, the Security Agent, and the other parties party thereto from time to time;

WHEREAS, subject to the terms and conditions of the Credit Agreement, the Grantor has entered into that certain Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Grantor and the Security Agent. All capitalized terms used herein without definition shall have the meaning given in the Security Agreement and, if not defined therein, shall have the meaning given in the Credit Agreement; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in certain Collateral, including, without limitation, certain Intellectual Property of the Grantor, to the Security Agent for the benefit of the Secured Parties, and has agreed as a condition precedent to the extensions of credit under the Credit Agreement to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and to the extent requested by the Security Agent, other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

**SECTION 1. GRANT OF SECURITY.** The Grantor hereby grants to the Security Agent for the benefit of the Secured Parties a security interest in and to all of the Grantor’s rights, priorities and privileges with respect to intellectual property, whether arising under United States, state, multinational or foreign laws or otherwise, including, without limitation all of the Grantor’s right, title and interest in and to the following (the “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by required prepayment, declaration, acceleration, demand or otherwise) of the Obligations:

1.1 **Trademarks.** All United States and foreign trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/a’s, Internet domain names, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, now or hereafter owned, adopted, acquired or used by the Grantor, all applications, registrations and recordings for any of the foregoing including, but not limited to: (a) the applications, registrations and recordings thereof, including, without limitation, those referred to in Schedule 1 hereto; (b) all reissues, extensions or renewals of any of the foregoing; (c) all goodwill of the business symbolized by the foregoing; (d) all

customer lists, formulae and other Records of the Grantor relating to the distribution of products and services in connection with which any of the foregoing are used; (e) the right to sue for all past, present and future infringements of any of the foregoing; and (f) all common law and other rights throughout the world in and to all of the foregoing (collectively, the “Trademarks”);

1.2 Trademark Licenses. Any and all licenses, contracts or other agreements, whether written or oral, naming the Grantor as licensor or licensee and providing for the grant of any right concerning any Trademark including, without limitation, each such agreement referred to in Schedule 1 hereto, together with any goodwill connected with and symbolized by any such trademark licenses, contracts or agreements and the right to prepare for sale or lease and sell or lease any and all inventory now or hereafter owned by the Grantor and now or hereafter covered by such licenses;

1.3 Patents. All United States and foreign letters patent, design patents, utility patents, industrial designs, inventions, trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how, formulae, rights of publicity and other general intangibles of like nature, now existing or hereafter acquired, and applications, registrations and recordings for any of the foregoing, including, but not limited to: (a) each patent and patent application referred to in Schedule 1 hereto; (b) all reissues, divisions, continuations, continuations in part and extensions or renewals thereof; (c) the right to sue for all past, present and future infringements of any of the foregoing; and (d) all common law and other rights throughout the world in and to all of the foregoing (collectively, the “Patents”);

1.4 Patent Licenses. Any and all licenses, contracts or other agreements, whether written or oral, naming the Grantor as licensee or licensor and providing for the grant of any right to manufacture, use or sell any invention covered by any Patent including, without limitation, each such agreement referred to in Schedule 1 hereto;

1.5 Copyrights. All United States and foreign copyrights, whether registered or unregistered, including, without limitation, all copyright rights throughout the universe (whether now or hereafter arising) in any and all media (whether now or hereafter developed), in and to all original works of authorship fixed in any tangible medium of expression, acquired or used by the Grantor, and, with respect to any and all of the foregoing: (a) all applications, registrations and recordings for any of the foregoing including, without limitation, the registrations and applications referred to in Schedule 1 hereto; (b) all reissues, divisions, continuations, continuations in part and extensions or renewals thereof; (c) the right to sue for all past, present and future infringements of any of the foregoing; and (d) all common law and other rights throughout the world in and to all of the foregoing (collectively, the “Copyrights”);

1.6 Copyright Licenses. Any and all licenses, contracts or other agreements, whether written or oral, naming the Grantor as licensee or licensor and providing for the grant of any right to use or sell any works covered by any Copyright including, without limitation, each such agreement referred to in Schedule 1 hereto; and

1.7 Proceeds. Any and all proceeds of any Trademarks, Trademark Licenses, Patents, Patent Licenses, Copyrights or Copyright Licenses, and any and all proceeds of the foregoing described in this Section 1.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any Excluded Property.

**SECTION 2. RECORDATION.** The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and to the extent requested by the Security Agent, any other applicable government officer record this Intellectual Property Security Agreement.

**SECTION 3. EXECUTION IN COUNTERPARTS.** This Intellectual Property Security 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 Intellectual Property Security Agreement by facsimile or other electronic imaging means (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Intellectual Property Security Agreement.

**SECTION 4. CONFLICT PROVISION.** This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

**SECTION 5. GOVERNING LAW. JURISDICTION.** THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (EXCEPT TO THE EXTENT THAT THE LAWS OF ANY OTHER JURISDICTION GOVERN THE PERFECTION AND PRIORITY OF THE SECURITY INTERESTS GRANTED HEREBY). THE PROVISIONS OF SECTIONS 11.14(a), 11.14(b), 11.14(c) AND 11.14(d) OF THE CREDIT AGREEMENT SHALL APPLY TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT *MUTATIS MUTANDIS*.

**SECTION 6. WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

**GRANTOR:**

**PURECYCLE TECHNOLOGIES, INC.**

By: 

Name: Larry Somma

Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 008013 FRAME: 0993**

**SECURITY AGENT:**

**MADISON PACIFIC TRUST LIMITED**

By: CH  
Name: Cassandra Ho  
Title: Managing Director

[Signature Page to Intellectual Property Security Agreement]

**SCHEDULE 1  
to Intellectual Property  
Security Agreement**

**TRADEMARK  
REEL: 008013 FRAME: 0995**

(A) Copyrights

None.

(B) Copyright Licenses

None.

(C) Patents

None.

(D) Patent Licenses

None.

(E) Trademarks

Registrations - United States:


<b>OWNER</b>	<b>MARK</b>	<b>REG. NUMBER</b>	<b>REG. DATE</b>	<b>DESCRIPTION</b>
PureCycle Technologies, Inc.	PUREZERO	6871705	October 11, 2022	Goods and Services: Recycling services, namely, closed loop recycling of polypropylene and products made of polypropylene.

Applications - United States:

<b>OWNER</b>	<b>MARK</b>	<b>SER. NUMBER</b>	<b>APP. DATE</b>	<b>DESCRIPTION</b>
PureCycle Technologies, Inc.	PUREFIVE	97617457	October 3, 2022	Goods and Services: Recycled plastic, namely, ultra-pure recycled polypropylene in the form of pellets for use in further manufacturing.

Schedule 1-1



OWNER	MARK	SER. NUMBER	APP. DATE	DESCRIPTION
PureCycle Technologies, Inc.		97604933	September 23, 2022	Goods and Services: Recycling services, namely, closed loop recycling of polypropylene and products made of polypropylene.

**Registrations – Germany:**

OWNER	MARK	REG. NUMBER	REG. DATE	DESCRIPTION
PureCycle Technologies, Inc.	PURECYCLE	DE30201111298	July 6, 2021	Recycled plastic, namely, ultra-pure recycled polypropylene and ultra-pure recycled polyethylene in the form of pellets for use in further manufacturing.

**Registrations – Japan:**

OWNER	MARK	REG. NUMBER	REG. DATE	DESCRIPTION
PureCycle Technologies, Inc.	PURECYCLE TECHNOLOGIES	6585341	July 11, 2022	Recycled unprocessed plastics in primary form, namely, ultra-pure recycled polypropylene and ultra-pure recycled polyethylene in the form of pellets for use in further manufacturing.
PureCycle Technologies, Inc.	PURECYCLE	6585340	July 11, 2022	Plastic basic products, namely recycled plastics including ultra-pure recycled polypropylene and ultra-pure recycled polyethylene in the form of pellets for use in further manufacturing.
PureCycle Technologies, Inc.	PURECYCLE	6585340	July 11, 2022	Recycled unprocessed plastics in primary form, namely, ultra-pure recycled polypropylene and ultra-pure recycled polyethylene in the form of pellets for use in further manufacturing.
PureCycle Technologies, Inc.	PURECYCLE	6585340	July 11, 2022	Plastic basic products, namely recycled plastics including ultra-pure recycled polypropylene and ultra-pure recycled polyethylene in the form of pellets for use in further manufacturing.

Applications – Republic of Korea:

<b>OWNER</b>	<b>MARK</b>	<b>SER. NUMBER</b>	<b>APP. DATE</b>	<b>DESCRIPTION</b>
PureCycle Technologies, Inc.	PURECYCLE TECHNOLOGIES	40-2021-167856	August 13, 2021	Recycled plastic, namely, ultra-pure recycled polypropylene and ultra-pure recycled polyethylene in the form of pellets for use in further manufacturing.
PureCycle Technologies, Inc.	PURECYCLE	40-2021-167855	August 13, 2021	Recycled plastic, namely, ultra-pure recycled polypropylene and ultra-pure recycled polyethylene in the form of pellets for use in further manufacturing.

Applications – European Union (Community):

<b>OWNER</b>	<b>MARK</b>	<b>SER. NUMBER</b>	<b>APP. DATE</b>	<b>DESCRIPTION</b>
PureCycle Technologies, Inc.	PUREZERO	018692650	April 26, 2022	Recycling services, namely, closed loop recycling of polypropylene and products made of polypropylene.

Applications – United Kingdom:

<b>OWNER</b>	<b>MARK</b>	<b>SER. NUMBER</b>	<b>APP. DATE</b>	<b>DESCRIPTION</b>
PureCycle Technologies, Inc.	PUREZERO	UK00003781309	April 26, 2022	Recycling services, namely, closed loop recycling of polypropylene and products made of polypropylene.

(F) Trademark Licenses

None.