

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4814490

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
DELTA PLASTICS OF THE SOUTH, LLC	01/30/2018
COMMAND PACKAGING, LLC	01/30/2018
RECEIVING PARTY DATA	
Name:	CITIBANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	701 EAST 60TH STREET NORTH
City:	SIOUX FALL
State/Country:	SOUTH DAKOTA
Postal Code:	57104
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5853013
Patent Number:	7124889
PCT Number:	US1741781
CORRESPONDENCE DATA	
Fax Number:	(212)310-8007
<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:	212.310.8087
Email:	juan.arias@weil.com
Correspondent Name:	NICK NIKIC
Address Line 1:	WEIL, GOTSHAL & MANGES LLP
Address Line 2:	767 FIFTH AVENUE
Address Line 4:	NEW YORK, NEW YORK 10153
NAME OF SUBMITTER:	NICK NIKIC
SIGNATURE:	/NICK NIKIC/
DATE SIGNED:	02/07/2018
Total Attachments: 10	
source=07 Delta Plastics - ABL (Citi) IP Security Agreement#page1.tif	
source=07 Delta Plastics - ABL (Citi) IP Security Agreement#page2.tif	
source=07 Delta Plastics - ABL (Citi) IP Security Agreement#page3.tif	

source=07 Delta Plastics - ABL (Citi) IP Security Agreement#page4.tif
source=07 Delta Plastics - ABL (Citi) IP Security Agreement#page5.tif
source=07 Delta Plastics - ABL (Citi) IP Security Agreement#page6.tif
source=07 Delta Plastics - ABL (Citi) IP Security Agreement#page7.tif
source=07 Delta Plastics - ABL (Citi) IP Security Agreement#page8.tif
source=07 Delta Plastics - ABL (Citi) IP Security Agreement#page9.tif
source=07 Delta Plastics - ABL (Citi) IP Security Agreement#page10.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Agreement**”), dated as of January 30, 2018, is made by Delta Plastics of the South, LLC, an Arkansas limited liability company (“**Delta**”), Revolution Bag, LLC, an Arkansas limited liability company (“**Revolution**”), and Command Packaging, LLC, a California limited liability company (“**Command**” and collectively with Delta and Revolution, collectively “**Grantors**” and each a “**Grantor**”), in favor of Citibank, N.A., as agent (“**Administrative Agent**”) for the Secured Parties.

RECITALS:

WHEREAS, pursuant to that certain ABL Credit Agreement, dated January 30, 2018, by and among Delta, Revolution (Delta and Revolution, collectively, the “**Borrowers**” and each individually a “**Borrower**”), Delta Plastics Holdings, LLC, an Arkansas limited liability company (“**Delta Holdings**”), Revolution Bag Holdings, LLC, an Arkansas limited liability company (“**Revolution Holdings**”), the lenders from time to time party thereto (the “**Lenders**”) and Administrative Agent (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Lenders have agreed to extend certain loans to or for the direct or indirect benefit of Borrowers; and

WHEREAS, the Borrowers, Delta Holdings, Revolution Holdings, Command, Revolution Plastics, LLC, a California limited liability company (“**Revolution Plastics**”), Revolution Plastics Midwest, LLC, a Wisconsin limited liability company (“**Revolution Plastics Midwest**”), Rodeo Plastic Bag & Film, LLC, a Texas limited liability company (“**Rodeo**”), Encore Recycling, LLC, a California limited liability company (“**Encore**”) and N4195S, LLC, an Arkansas limited liability company (“**N4195S**” and, together with Borrowers, Delta Holdings, Revolution Holdings, Command, Revolution Plastics Midwest, Revolution Plastics, Rodeo and Encore, collectively referred to as “**Security Agreement Grantors**”) are party to that certain Security Agreement, dated of even date herewith, among Administrative Agent and Security Agreement Grantors (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, amended and restated, supplemented or otherwise modified, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent this Agreement.

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

1. Definitions. All initially capitalized terms used but not otherwise defined herein have the meaning given to them in the Security Agreement. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meaning provided for by the Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, to secure the obligations under the Credit Agreement and the other Secured Obligations, a continuing security interest (referred to in this Agreement as the “**Security Interest**”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “**Intellectual Property Collateral**”):

(a) all of such Grantor’s Patents, Patent applications, and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;

(b) all of such Grantor’s Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;

(c) all of such Grantor’s Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;

(d) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles relating to the Intellectual Property covered by this Agreement; and

(e) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any governmental authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement or other violation of any Patent or published Patent application, or breach or other violation of any Patent License, (B) past, present or future infringement or other violation of any Copyright or breach or other violation of any Copyright License, (C) past, present or future infringement or dilution or other violation of any Trademark or breach or other violation of any Trademark License, or (D) injury to the goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. Security for Secured Obligations. This Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Security Agreement Grantors, or any of them, to Administrative Agent, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Security Agreement Grantor.

4. Security Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Administrative Agent pursuant to the

Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.


5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission (including .pdf or .tif) shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

[Remainder of Page Intentionally Left Blank


Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.


DELTA PLASTICS OF THE SOUTH, LLC

By: 
Name: Sean Whiteley
Title: CEO

REVOLUTION BAG, LLC

By: 
Name: Sean Whiteley
Title: CEO

COMMAND PACKAGING, LLC

By: 
Name: Sean Whiteley
Title: CEO



SCHEDULE I







to


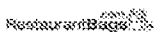

**PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT****(PART A)****PATENTS**

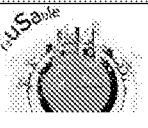
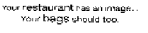

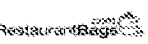

<u>Owner</u>	<u>Title</u>	<u>Jurisdiction</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Patent Number</u>	<u>Issue Date</u>
Delta Plastics of the South, LLC	PRE-WASH APPARATUS FOR RECYCLING HEAVILY CONTAMINATED POLYMER TUBING	U.S.	08811015	3/4/97	5853013	12/29/98
Delta Plastics of the South, LLC	ROLLED FILM AND PALLET CONSTRUCTION	U.S.	10796676	3/9/04	7124889	10/24/06
Command Packaging, LLC	SECURE FOOD TRANSPORT BAGS	U.S.	US 17/41781	07/12/17		


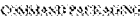
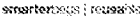



(PART B)**TRADEMARKS**



<u>Owner</u>	<u>Trademark</u>	<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
Delta Plastics of the South, LLC	PIPE PLANNER EFFICIENT IRRIGATION MANAGEMENT		85482912	4347513	<u>6/4/13</u>
Delta Plastics of the South, LLC	PIPE PLANNER EFFICIENT IRRIGATION MANAGEMENT FROM DELTA PLASTICS		85482938	4343341	<u>5/28/13</u>

<u>Owner</u>	<u>Trademark</u>	<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
Command Packaging, LLC, as successor in interest to Grand Packaging, Inc.	AMERITOTE		78744524	3148656	<u>9/26/06</u>
Command Packaging, LLC, as successor in interest to Grand Packaging, Inc.	GREAT TO GO DISTINCTIVE CARRYOUT BAGS		76290232	2631108	<u>10/08/02</u>
Command Packaging, LLC, as successor in interest to Grand Packaging, Inc.	CARRYOUT CAFE SERVING THE ULTIMATE CARRYOUT BAG		76465141	2777660	<u>10/28/03</u>
Command Packaging, LLC, as successor in interest to Grand Packaging, Inc.	CUSTOM BAG EXPRESS		78436560	2999379	<u>09/20/05</u>
Command Packaging, LLC, as successor in interest to Grand Packaging, Inc.	SUPER WAVE		75598680	2314052	<u>02/01/00</u>
Command Packaging, LLC, as successor in interest to Grand	SUPER SATIN		75598668	2318712	<u>02/15/00</u>

<u>Owner</u>	<u>Trademark</u>	<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
Packaging, Inc.					
Command Packaging, LLC, as successor in interest to Grand Packaging, Inc.	SUPER GLOSS		75598693	2314053	<u>02/01/00</u>
Command Packaging, LLC, as successor in interest to Grand Packaging, Inc.	PLASTIC PLUS+	<i>(Mod) Plus+</i>	76212435	2648451	<u>11/12/02</u>
Command Packaging, LLC, as successor in interest to Grand Packaging, Inc.	ENCORE	encore	77283887	3461026	<u>07/08/08</u>
Command Packaging, LLC, as successor in interest to Grand Packaging, Inc.	RESTAURANTBAG S.COM Cross References: RESTAURANT BAGS COM		77220830	3391433	<u>03/04/08</u>
Command Packaging, LLC, as successor in interest to Grand Packaging, Inc.	ENJOY! RE-USE & RECYCLE GIVE EARTH A SECOND CHANCE Cross References: ENJOY! REUSE & RECYCLE GIVE EARTH A 2ND CHANCE		77326429	3449289	<u>06/17/08</u>

<u>Owner</u>	<u>Trademark</u>	<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
Command Packaging, LLC, as successor in interest to Grand Packaging, Inc.	REUSABLE ...DON'T THROW THIS BAG AWAY Cross References: REUSABLE DO NOT THROW THIS BAG AWAY		77350474	3479883	<u>08/05/08</u>
Command Packaging, LLC, as successor in interest to Grand Packaging, Inc.	YOUR RESTAURANT HAS AN IMAGE.... YOUR BAGS SHOULD TOO. Cross References: YOUR RESTAURANT HAS AN IMAGE YOUR BAGS SHOULD TOO		77416720	3519692	<u>10/21/08</u>
Command Packaging, LLC, as successor in interest to Grand Packaging, Inc.	100% RECYCLABLE MADE IN USA REUSABLE Cross References: 100 PERCENT RECYCLABLE MADE IN USA REUSABLE		77409188	3523727	<u>10/28/08</u>
Command Packaging, LLC, as successor in interest to Grand Packaging, Inc.	ENCORE	encore	77963529	3885380	<u>12/7/10</u>
Command Packaging, LLC, as successor in interest to Grand Packaging, Inc.	RESTAURANTBAGS.COM Cross References: RESTAURANT BAGS COM		77963589	3892514	<u>12/21/10</u>
Command Packaging, LLC, as	REUSABLE		77865425	3930465	<u>3/15/11</u>

<u>Owner</u>	<u>Trademark</u>	<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
successor in interest to Grand Packaging, Inc.					
Command Packaging, LLC, as successor in interest to Grand Packaging, Inc.	ENCORE STONE		85189560	3997141	<u>07/19/11</u>
Command Packaging, LLC, as successor in interest to Grand Packaging, Inc.	COMMAND PACKAGING		85427316	4167011	<u>07/03/12</u>
Command Packaging, LLC, as successor in interest to Grand Packaging, Inc.	SMARTERBAGS REUSABLE Cross References: SMARTER BAGS REUSABLE		85844177	4457905	<u>12/31/13</u>
Command Packaging, LLC, as successor in interest to Grand Packaging, Inc.	I LOVE CALI		85847212	4527885	<u>5/13/14</u>
Command Packaging, LLC, as successor in interest to Grand Packaging, Inc.	ENCORE RECYCLING		86110323	4559701	<u>07/01/14</u>
Command Packaging,	COMMAND PACKAGING		86251911	4662548	<u>12/30/14</u>

<u>Owner</u>	<u>Trademark</u>	<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
LLC, as successor in interest to Grand Packaging, Inc.					
Command Packaging, LLC	DELIVER SAFE		87586721	N/A	(Application date) <u>08/28/2017</u>
Revolution Bag, LLC	R REVOLUTION BAG		86332111	4688463	<u>02/17/15</u>
Revolution Bag, LLC	HERCULES	HeRCules	86315784	4721646	<u>04/14/15</u>

(PART C)

COPYRIGHTS

<u>Owner</u>	<u>Title</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>
<u>Delta Plastics of the South, LLC</u>	<u>Pipe Planner Efficient Irrigation Management</u>	<u>U.S.</u>	<u>TXu1783112</u>	<u>11/11/11</u>