

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4881376

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name			Execution Date
IMPACT PLASTICS CORPORATION			03/22/2018
RECEIVING PARTY DATA			
Name:	NORTHCREEK MEZZANINE FUND II, L.P.		
Street Address:	312 WALNUT ST STE 2310		
City:	CINCINNATI		
State/Country:	OHIO		
Postal Code:	45202		
PROPERTY NUMBERS Total: 2			
Property Type	Number		
Application Number:	15465823		
Application Number:	29589033		
CORRESPONDENCE DATA			
Fax Number:	(513)762-0086		
<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:	5139773486		
Email:	abrown@katzteller.com		
Correspondent Name:	AMY BROWN		
Address Line 1:	255 E FIFTH ST STE 2400		
Address Line 4:	CINCINNATI, OHIO 45202		
NAME OF SUBMITTER:	AMY BROWN		
SIGNATURE:	/Amy Brown/		
DATE SIGNED:	03/23/2018		
This document serves as an Oath/Declaration (37 CFR 1.63).			
Total Attachments: 11			
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THIS AGREEMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AND INTERCREDITOR AGREEMENT, DATED AS OF MARCH 22, 2018, IN FAVOR OF CIBC BANK USA, WHICH AGREEMENT (AS AMENDED IN ACCORDANCE WITH ITS TERMS) IS INCORPORATED HEREIN BY REFERENCE.

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Borrower)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made effective as of the 22nd day of March, 2018 by IMPACT PLASTICS CORPORATION, an Illinois corporation (the "Pledgor"), in favor of NORTHCREEK MEZZANINE FUND II, L.P., a Delaware limited partnership (the "Lender").

1. Recitals.

Impact Purchasing Corporation, an Illinois corporation ("Impact Purchasing"), entered into that certain Senior Subordinated Credit and Security Agreement, dated as of March 22, 2018, with the Lender (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement"). Immediately following the transactions contemplated under the Credit Agreement, Impact Purchasing merged with and into the Borrower, and the Borrower assumed all of Impact Purchasing's obligations and liabilities under the Credit Agreement.

The Borrower deems it to be in the direct pecuniary and business interests of the Borrower that the Borrower obtain from the Lender the Loan provided for in the Credit Agreement.

The Borrower understands that the Lender is willing to enter into the Credit Agreement and grant the financial accommodations provided for in the Credit Agreement only upon certain terms and conditions, one of which is that the Borrower grant to the Lender a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of the Lender entering into the Credit Agreement and each financial accommodation granted to the Borrower by the Lender, 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 Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit 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 Borrower's existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and

copyright registrations, and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those federally registered patents, trademarks and copyrights 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, copyrights, rights in trade dress, publicity, works of authorship and other unregistered copyrightable material, improvements, and proprietary and confidential information, including, without limitation, personal, financial, and other sensitive data, plans, know-how, processes, formulae, algorithms and inventions; (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) all intangible intellectual or similar property of the Borrower connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing.

“Event of Default” means an event or condition that constitutes an Event of Default, as defined in Section 5.1 hereof.

“USCO” means the United States Copyright Office in Washington, D.C.

“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 Obligations, the Borrower hereby agrees that the Lender shall at all times have, and hereby grants to the Lender, a security interest in all of the Collateral, including (without limitation) all of the Borrower’s future Collateral, irrespective of any lack of knowledge by the Lender of the creation or acquisition thereof. Pledgor, the Lender hereby acknowledge and agree that, with respect to any ITU Application included within the Collateral, to the extent such an ITU Application would, under the Trademark Act, be deemed to be transferred in violation of 15 U.S.C. § 1060(a) as a result of the security interest granted herein, or otherwise invalidated or made unenforceable as a result of the execution or performance of this Agreement, no security interest shall be deemed to have been granted in such ITU Application (notwithstanding the provisions of this Agreement or any other Loan Document) until such time as the circumstances that would give rise to such violation, invalidation or unenforceability no longer exist.

4. Representations and Warranties. The Borrower hereby represents and warrants to the Lender as follows:

4.1. The Borrower 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.

4.3. The Borrower 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 Credit Agreement, the Borrower 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 Borrower not to sue third Persons, in each case except for Liens permitted under Section 5.9 of the Credit Agreement.

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

4.6. The Borrower 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 occurrence of an Event of Default, as defined in the Credit Agreement, shall constitute an Event of Default.

5.2. The Lender shall at all times have the rights and remedies of a secured party under the U.C.C. and Ohio law 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 Loan Document, or otherwise provided in law or equity.

5.3. The Borrower expressly acknowledges that the Lender shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, the Borrower shall execute and deliver to the Lender the Assignment, which Assignment shall have no force and effect and shall be held by the Lender in escrow until the occurrence 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 Lender, immediately take effect upon certification of such fact by an authorized officer of the Lender in the form reflected on the face of the Assignment and the Lender may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate.

5.4. If an Event of Default shall occur and be continuing, the Borrower irrevocably authorizes and empowers the Lender to terminate the Borrower'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 Borrower or any other Person or property, all of which the Borrower hereby waives, and upon such terms and in such manner as the Lender

may deem advisable, the Lender, in its sole discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that the Borrower may have therein, at any time, or from time to time. No prior notice need be given to the Borrower or to any other Person in the case of any sale of Collateral that the Lender determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case the Lender shall give the Borrower 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 Borrower 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 Lender may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights the Borrower 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 Lender may apply the net proceeds of each such sale to or toward the payment of the Obligations, whether or not then due, in such order and by such division as the Lender, in its sole discretion, may deem advisable. Any excess, to the extent permitted by law, shall be paid to the Borrower, and the obligors on the Obligations shall remain liable for any deficiency.

6. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. The Borrower shall have the obligation and duty to perform all acts necessary in its reasonable business judgment to maintain or preserve the Collateral, provided that the Borrower shall not be obligated to maintain any Collateral in the event the Borrower determines, in the reasonable business judgment of the Borrower, that the maintenance of such Collateral is no longer necessary in the Borrower's business. Any and all reasonable and documented out-of-pocket fees, costs and expenses, of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by the Lender 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 borne and paid by the Borrower, upon demand by the Lender and, until so paid, shall be added to the principal amount of the Obligations.

7. The Borrower's Obligation to Prosecute. Except as otherwise agreed to by the Lender in writing, the Borrower shall have the duty to prosecute diligently any patent, trademark, service mark or copyright application pending as of the date of this Agreement (unless otherwise determined in the business judgment of the Borrower) or thereafter until the complete and full payment of all of the Obligations (other than contingent indemnification obligations for which no claim has been asserted), to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable in the Borrower's reasonable business judgment to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees, except in each case as determined to not be material to the business of the Borrower in its business judgment. Any expenses incurred in connection with the Collateral shall be borne by the Borrower. The Borrower shall not abandon any Collateral without the prior

written consent of the Lender, 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. Lender's Right to Enforce. The Borrower shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. The Lender shall have the right, but shall have no obligation, to join in any such action. The Borrower shall promptly, upon demand, reimburse and indemnify the Lender for all damages, reasonable, documented and out-of-pocket costs and expenses, including reasonable attorneys' fees, incurred by the Lender in connection with the provisions of this Section 8, in the event the Lender elects to join in any such action commenced by the Borrower.

9. Power of Attorney. The Borrower hereby authorizes and empowers the Lender, to make, constitute and appoint any officer or agent of the Lender as the Lender may select, in its reasonable discretion, as the Borrower's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and during the continuance of an Event of Default, the Borrower's name on all applications, documents, papers and instruments necessary for the Lender, 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 Lender, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill, to any Person or Persons. The Borrower 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. Lender's Right to Perform Obligations. If the Borrower fails to comply with any of its obligations under this Agreement, the Lender may, but is not obligated to, upon giving reasonable notice to the Borrower absent an Event of Default, do so in the Borrower's name or in the name of the Lender, but at the Borrower's expense, and the Borrower hereby agrees to reimburse the Lender, upon request, in full for all reasonable, documented and out-of-pocket expenses, including reasonable attorneys' fees, incurred by the Lender in protecting, defending and maintaining the Collateral.

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

12. New Collateral. If, before the Obligations shall have been irrevocably paid in full (other than contingent indemnification obligations for which no claim has been asserted), the Borrower shall obtain rights to any new federally registered 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 Borrower shall give the Lender prompt written notice thereof as provided in the Credit Agreement.

13. Modifications for New Collateral. The Borrower hereby authorizes the Lender 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 Lender's request, the Borrower shall execute any documents or instruments required by the Lender 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 Borrower.

14. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to the Borrower, or the Lender, mailed or delivered to it, addressed to such Person at its address specified on the signature pages of the Credit 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 Borrower to the Lender pursuant to any of the provisions hereof shall not be effective until received by the Lender.

15. No Waiver or Course of Dealing. No course of dealing between the Borrower and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under any of the Loan 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 Lender may have or acquire by operation of law, by other contract or otherwise. Each right, power or privilege may be exercised by the Lender either independently or concurrently with other rights, powers and privileges and as often and in such order as the Lender may deem expedient. All of the rights and remedies of the Lender with respect to the Collateral, whether established hereby or by the Loan 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 Borrower and the Lender. No waiver or consent granted by the Lender in respect of this Agreement shall be binding upon the Lender 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 Credit Agreement, the provisions of the Credit Agreement shall control.

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

the Borrower and the successors and permitted assigns of the Borrower, and shall inure to the benefit of and be enforceable and exercisable by the Lender and its respective successors and assigns. Any attempted assignment or transfer without the prior written consent of the Lender shall be null and void.

20. Termination. At such time as the Obligations shall have been irrevocably paid in full (other than contingent obligations for which no claim has been asserted) and the Credit Agreement terminated and not replaced by any other credit facility with the Lender, this Agreement shall terminate. Upon written request of the Borrower, the Lender shall promptly execute and deliver to the Borrower all deeds, assignments, and other instruments as may be necessary or proper to release the Lender's security interest in the Collateral and to re-vest in the Borrower full title to the Collateral, subject to any disposition thereof that may have been made by the Lender, pursuant hereto. The Borrower will indemnify the Lender in all respects for all costs incurred by the Lender 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.

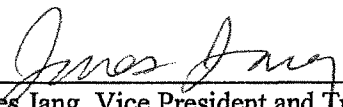
23. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of the Borrower and the Lender hereunder shall be governed by and construed in accordance with Ohio law, without regard to principles of conflicts of laws that would result in the application of the law of any other state. The Borrower hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Hamilton County, Ohio, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and the Borrower hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. The Borrower 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 Borrower agrees that a final, nonappealable judgment in any such action or proceeding in any state or federal court in the State of Ohio shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

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JURY TRIAL WAIVER. THE BORROWER, 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 BORROWER AND THE LENDER, 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.

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

IMPACT PLASTICS CORPORATION

By: 
James Jang, Vice President and Treasurer

SCHEDULE 1

COPYRIGHTS: None.

TRADEMARKS: None.

PATENTS:

Title	Appln No.	Filed	Patent No.	Grant Date	Status
Car Top Carrier And Hinge Thereof	15/465,823	3/22/2017	N/A	N/A	Pending
Hinge With A Top Half And Bottom Half	29/589,033	3/22/2017	N/A	N/A	Pending

EXHIBIT A
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY THE LENDER IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT (THE "AGREEMENT"), DATED AS OF MARCH [22], 2018, EXECUTED BY IMPACT PLASTICS CORPORATION, AN ILLINOIS CORPORATION ("PLEDGOR"), IN FAVOR OF NORTHCREEK MEZZANINE FUND II, L.P. (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, THE "LENDER"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF THE LENDER CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND THAT THE LENDER HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

NORTHCREEK MEZZANINE FUND II, L.P.

By: NMF GP, LLC, its general
partner

By: Northcreek Management, Inc.,
its manager

By: 
Barry A. Peterson, Vice President

ASSIGNMENT

WHEREAS, IMPACT PLASTICS CORPORATION, an Illinois corporation (the "Borrower"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, the Borrower has executed an Intellectual Property Security Agreement, dated as of March 22, 2018 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of Northcreek Mezzanine Fund II, L.P. as the Lender, as defined in the Agreement (together with its successors and assigns, the "Lender"), pursuant to which the Borrower has granted to the Lender a security interest in the Collateral as security for the 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 Lender'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 Borrower, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto the Lender and its respective successors, transferees and assigns, all of the Borrower's existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (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) all intangible intellectual or similar property of the Borrower connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance, (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington, D.C., or (ii) 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 Lender, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) the Lender has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on March 22, 2018.

IMPACT PLASTICS CORPORATION

By: 
James Jang, Vice President and Treasurer