

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7315227

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT
CONVEYING PARTY DATA	
Name	Execution Date
PLAYSAFER SURFACING, LLC	05/05/2022
RECEIVING PARTY DATA	
Name:	MORGAN STANLEY SENIOR FUNDING, INC., AS COLLATERAL AGENT
Street Address:	1585 BROADWAY
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
PROPERTY NUMBERS Total: 9	
Property Type	Number
Application Number:	14135482
Application Number:	14135492
Application Number:	15289339
Application Number:	15292315
Application Number:	29542210
Application Number:	29542212
Application Number:	29542215
Application Number:	29542219
Application Number:	29592145
CORRESPONDENCE DATA	
Fax Number:	(212)751-4864
<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:	2129061209
Email:	JESSICA.BAJADA-SILVA@LW.COM
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA
Address Line 1:	1271 AVENUE OF THE AMERICAS
Address Line 4:	NEW YORK, NEW YORK 10020
ATTORNEY DOCKET NUMBER:	071323-0003
NAME OF SUBMITTER:	JESSICA BAJADA-SILVA

SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	05/05/2022
Total Attachments: 8 source=Liberty Tire- Intellectual Property Security Agreement Supplement [Executed] (131731374.1)#page1.tif source=Liberty Tire- Intellectual Property Security Agreement Supplement [Executed] (131731374.1)#page2.tif source=Liberty Tire- Intellectual Property Security Agreement Supplement [Executed] (131731374.1)#page3.tif source=Liberty Tire- Intellectual Property Security Agreement Supplement [Executed] (131731374.1)#page4.tif source=Liberty Tire- Intellectual Property Security Agreement Supplement [Executed] (131731374.1)#page5.tif source=Liberty Tire- Intellectual Property Security Agreement Supplement [Executed] (131731374.1)#page6.tif source=Liberty Tire- Intellectual Property Security Agreement Supplement [Executed] (131731374.1)#page7.tif source=Liberty Tire- Intellectual Property Security Agreement Supplement [Executed] (131731374.1)#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this “**IP Security Agreement Supplement**”) dated May 5, 2022, is made by the Persons listed on the signature page hereof (each a “**Grantor**” and collectively the “**Grantors**”) in favor of MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to Article IX of the Credit Agreement, the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, LIBERTY RECYCLING BUYER INC., a Delaware corporation (“**Holdings**”), LTR INTERMEDIATE HOLDINGS, INC., a Delaware corporation (the “**Borrower**”), and the other Guarantors (as defined therein) have entered into a Credit Agreement dated as of May 7, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent and as Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantors and certain other Persons have executed and delivered that certain Security Agreement dated May 7, 2021 made by the Grantors and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) and that certain Intellectual Property Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantors and have agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors each agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “**Additional Collateral**”):

- (i) the patents and patent applications set forth in Schedule A hereto and all utility models and statutory invention registrations, all inventions or designs described and claimed therein (the “**Patents**”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered (the “**Trademarks**”);

(iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto, all internet websites and the contents thereof, whether registered or unregistered (the “**Copyrights**”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by each Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations.


SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement (as defined in the Security Agreement).

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are subject to, and more fully set forth in, the terms and conditions of the Security Agreement.

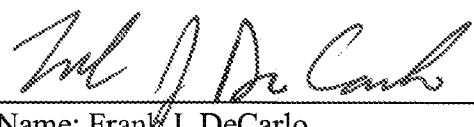
SECTION 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

RUBBERCYCLE, LLC,
as Grantor

By: 
Name: Frank J. DeCarlo
Title: Secretary

PLAYSAFER SURFACING, LLC,
as Grantor

By: 
Name: Frank J. DeCarlo
Title: Secretary

[Signature Page to Intellectual Property Security Agreement Supplement]

ACKNOWLEDGED:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 
Name: Lisa Hanson
Title: Authorized Signatory

By: _____
Name:
Title:

Address:

Morgan Stanley Senior Funding Inc.
1585 Broadway
New York, NY 100036

**Schedule A
to Intellectual Property Security
Agreement Supplement**

Copyrights

None.

**Schedule B
to Intellectual Property Security
Agreement Supplement**

Trademarks

Part A: Trademarks

TITLE	JURISDICTION	TYPE	REGISTRATION NUMBER	APPLICATION/ SERIAL NUMBER	OWNER
GENAFLEX	United States	Trademark	6257834	88511380	Rubbercycle, LLC
AVEER	United States	Trademark	5138135	86592529	Rubbercycle, LLC
EVERSCAPE	United States	Trademark	4495568	85686334	Rubbercycle, LLC
RUBBERBOND	United States	Trademark	4394911	85686340	Rubbercycle, LLC
PLAYSAFER	United States	Trademark	2726705	76380798	Rubbercycle, LLC
SUREFOOT	United States	Trademark	2452931	75927680	Rubbercycle, LLC

Part B: Domain Names

DOMAIN NAME	EXPIRATION DATE	REGISTRANT ORGANIZATION
Rubbercycle.com	9/10/2024	Not listed
Rubberecycle.com	9/1/2023	Rubberecycle
Rubberrecycle.com	9/27/2024	Not listed
Stopmulching.com	11/5/2022	Rubber Mulch
Rubbermulch.com	4/27/2024	Rubbermulch
Rubbermulch.org	12/1/2021	Not listed
Rubbersurface.com		Domain name is available.
Playsafer.com	9/10/2023	Rubberecycle
Playsafertiles.com	7/11/2023	Rubberecycle
Playsafertile.com	7/11/2023	Rubberecycle
Genaflex.com	2/9/2024	Not listed
Everlastrubbermulch.net	1/28/2022	Rubber Mulch
Atlantaplaygroundrubbermulch.com	7/29/2022	Rubber Mulch
Accessamat.com	8/30/2022	Not listed
Playsafersurfacing.com	7/6/2022	Rubberecycle

Schedule C
to Intellectual Property Security
Agreement Supplement

Patents

TITLE	JURISDICTION	TYPE	PATENT NUMBER	APPLICATION/ SERIAL NUMBER	OWNER
Unitary safety surface tiles and associated structures	United States	Patent	9038342	14135482	Playsafer Surfacing LLC, a Division of Rubbecycle
Unitary safety surface tiles and associated structures	United States	Patent	9103076	14135492	Playsafer Surfacing LLC, a Division of Rubbecycle
Multi-level unitary safety surface tiles	United States	Patent	9962878	15289339	Playsafer Surfacing LLC, a Division of Rubbecycle
Safety surface with engineered shock-absorbing base	United States	Patent	9896808	15292315	Playsafer Surfacing LLC, a Division of Rubbecycle
Unitary safety surface tile	United States	Patent	D756539	29542210	Playsafer Surfacing LLC, a Division of Rubbecycle
Unitary safety surface tile	United States	Patent	D754884	29542212	Playsafer Surfacing LLC, a Division of Rubbecycle
Multi-level unitary safety surface tile	United States	Patent	D823486	29542215	Playsafer Surfacing LLC, a Division of Rubbecycle
Multi-level unitary safety surface tile	United States	Patent	D799070	29542219	Playsafer Surfacing LLC, a Division of Rubbecycle

Cross-ribbed unitary safety surface tile	United States	Patent	D846158	29592145	Playsafer Surfacing LLC, a Division of Rubbercycle
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