

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7448515

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
MOLDED DEVICES, INC.	07/25/2022
MDI OF WISCONSIN, INC.	07/25/2022
SOUTHWEST MOLD, INC.	07/25/2022
RECEIVING PARTY DATA	
Name:	CHURCHILL AGENCY SERVICES LLC, AS COLLATEARL AGENT
Street Address:	430 PARK AVENUE, 14TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	12800333
Application Number:	29417436
Application Number:	29417437
CORRESPONDENCE DATA	
Fax Number:	(214)981-3400
<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:	214-981-3483
Email:	dclark@sidley.com
Correspondent Name:	DUSAN CLARK, ESQ.
Address Line 1:	SIDLEY AUSTIN LLP
Address Line 2:	2021 MCKINNEY AVE., SUITE 2000
Address Line 4:	DALLAS, TEXAS 75201
ATTORNEY DOCKET NUMBER:	096939-31230
NAME OF SUBMITTER:	DUSAN CLARK
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	07/25/2022
Total Attachments: 6	

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 25, 2022, (this "Agreement"), by Molded Devices, Inc., a California corporation, MDI of Wisconsin, Inc., a Wisconsin company, and Southwest Mold, Inc., an Arizona company (each a "Grantor"), in favor of Churchill Agency Services LLC, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of July 25, 2022, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of July 25, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among MDI Buyer, Inc., a Delaware corporation (the "Borrower"), MDI Intermediate HoldCo, Inc., a Delaware corporation ("Holdings"), the Subsidiary Guarantors from time to time party thereto, the Lenders from time to time party thereto and Churchill Agency Services LLC, as administrative agent and collateral agent for the Lenders (in its capacity as administrative and collateral agent, the "Administrative Agent"). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03 of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral"):

- A. all Trademarks, including the Trademark registrations and pending applications for registration in the United States Patent and Trademark Office listed on Schedule I hereto (other than, for the avoidance of doubt, any intent-to-use (or similar) Trademark applications prior to the accepted filing of a "Statement of Use" or "Amendment to Allege Use" or similar notice with respect thereto);
- B. all Patents, including the Patent issuances and pending applications for issuance in the United States Patent and Trademark Office listed on Schedule II hereto
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of

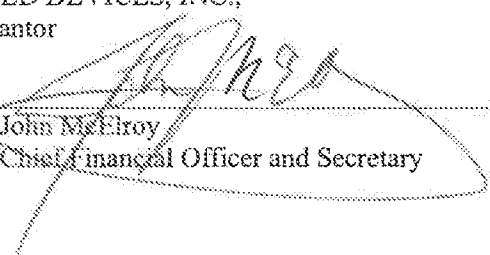
any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

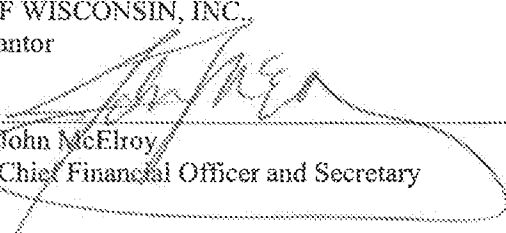
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto duly executed this Agreement as of the day and year first above written.

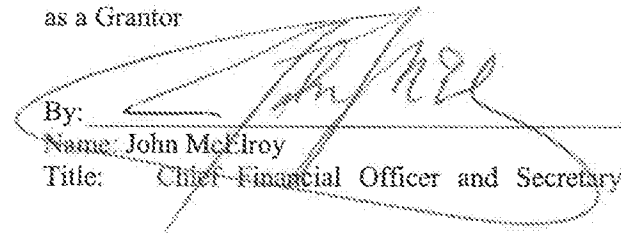
MOLDED DEVICES, INC.,
as a Grantor

By: 
Name: John McElroy
Title: Chief Financial Officer and Secretary

MDI OF WISCONSIN, INC.,
as a Grantor

By: 
Name: John McElroy
Title: Chief Financial Officer and Secretary




SOUTHWEST MOLD, INC.,
as a Grantor

By: 
Name: John McElroy
Title: Chief Financial Officer and Secretary

SCHEDULE I

UNITED STATES TRADEMARKS

TRADEMARKS AND TRADEMARK APPLICATIONS

Owner	Trademark	Application No.	Registration No.	App./Reg. Date
Southwest Mold, Inc.		76605911	3000290	9/27/2005
Southwest Mold, Inc.		86688464	4939727	4/19/2016
Molded Devices, Inc.		77864406	4088398	1/17/2012
Molded Devices, Inc.	VIEW BLOCKER	85089302	3934343	3/22/2011
MDI of Wisconsin, Inc.	GALOW PLASTICS	N/A	N/A	3/18/2015

SCHEDULE II

UNITED STATES PATENTS

PATENTS AND PATENT APPLICATIONS

Owner	Title	Patent No	Filing Date	Grant Date
Southwest Mold, Inc.	Induction Heated Server and Method of Making	12/800,333	5/13/2010	1/22/2013
Southwest Mold, Inc.	Cartridge for Beverage Dispenser (jointly owned with Pepsico, Inc.)	29/417,436	4/3/2012	10/8/2013
Southwest Mold, Inc.	Cartridge for Beverage Dispenser (jointly owned with Pepsico, Inc.)	29/417,437	4/3/2012	10/8/2013

SCHEDULE III

UNITED STATES COPYRIGHTS

COPYRIGHTS AND COPYRIGHT APPLICATIONS

Owner	Copyright	Registration No	Registration Date
Southwest Mold, Inc.	Seitz design-a-drive gears (core program)	TXu000322676	4/18/1988
Southwest Mold, Inc.	Seitz design-a-drive pulleys & belts core program	TXu000322674	4/18/1988
Southwest Mold, Inc.	Seitz design-a-drive sprocket & chain core program	TXu000322675	4/18/1988
Southwest Mold, Inc.	We've got the drive it takes	TX0002369606	4/26/1988