

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM461310

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DELTA PLASTICS OF THE SOUTH, LLC		01/30/2018	Limited Liability Company:
Command Packaging, LLC, as successor in interest to Grand Packaging, Inc.		01/30/2018	Limited Liability Company:
Command Packaging, LLC		01/30/2018	Limited Liability Company:
Revolution Bag, LLC		01/30/2018	Limited Liability Company:

## RECEIVING PARTY DATA

<b>Name:</b>	Citibank, N.A., as Administrative Agent
<b>Street Address:</b>	701 East 60th Street North
<b>City:</b>	Sioux Falls
<b>State/Country:</b>	SOUTH DAKOTA
<b>Postal Code:</b>	57104
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
<b>Registration Number:</b>	4347513	PIPE PLANNER EFFICIENT IRRIGATION MANAGE
<b>Registration Number:</b>	4343341	PIPE PLANNER EFFICIENT IRRIGATION MANAGE
<b>Registration Number:</b>	3148656	AMERITOTE
<b>Registration Number:</b>	2631108	GREAT TO GO DISTINCTIVE CARRYOUT BAGS
<b>Registration Number:</b>	2777660	CARRYOUT CAFE SERVING THE ULTIMATE CARRY
<b>Registration Number:</b>	2999379	CUSTOM BAG EXPRESS
<b>Registration Number:</b>	2314052	SUPER WAVE
<b>Registration Number:</b>	2318712	SUPER SATIN
<b>Registration Number:</b>	2314053	SUPER GLOSS
<b>Registration Number:</b>	2648451	PLASTIC PLUS+
<b>Registration Number:</b>	3461026	ENCORE
<b>Registration Number:</b>	3391433	RESTAURANTBAGS.COM
<b>Registration Number:</b>	3449289	ENJOY! RE-USE & RECYCLE GIVE EARTH A SEC
<b>Registration Number:</b>	3479883	REUSABLE ...DON'T THROW THIS BAG AWAY

CH \$715.00 4347513

Property Type	Number	Word Mark
Registration Number:	3519692	YOUR RESTAURANT HAS AN IMAGE.... YOUR BA
Registration Number:	3523727	100% RECYCLABLE MADE IN USA REUSABLE
Registration Number:	3885380	ENCORE
Registration Number:	3892514	RESTAURANTBAGSCOM
Registration Number:	3930465	REUSABLE
Registration Number:	3997141	ENCORE STONE
Registration Number:	4167011	COMMAND PACKAGING
Registration Number:	4457905	SMARTERBAGS   REUSABLE
Registration Number:	4527885	I CALI
Registration Number:	4559701	ENCORE RECYCLING
Registration Number:	4662548	COMMAND PACKAGING
Serial Number:	87586721	DELIVER SAFE
Registration Number:	4688463	R REVOLUTION BAG
Registration Number:	4721646	HERCULES

**CORRESPONDENCE DATA**

**Fax Number:** 2123108007  
*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.*  
**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

<b>ATTORNEY DOCKET NUMBER:</b>	Nick Nikic-35899.0587
<b>NAME OF SUBMITTER:</b>	Nick Nikic
<b>SIGNATURE:</b>	/Nick Nikic/
<b>DATE SIGNED:</b>	02/07/2018

**Total Attachments: 10**  
source=07 Delta Plastics - ABL (Citi) IP Security Agreement#page1.tif  
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## 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.

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**Signature Page Follows]**

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

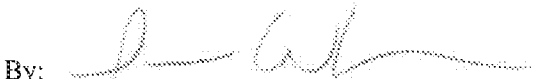
**DELTA PLASTICS OF THE SOUTH, LLC**

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)**


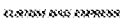
**PATENTS**

<b><u>Owner</u></b>	<b><u>Title</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Application Number</u></b>	<b><u>Application Date</u></b>	<b><u>Patent Number</u></b>	<b><u>Issue Date</u></b>
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)**

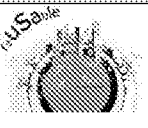

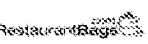

**TRADEMARKS**


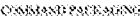
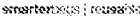
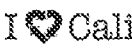


<b><u>Owner</u></b>	<b><u>Trademark</u></b>	<b><u>Mark</u></b>	<b><u>Serial Number</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
Delta Plastics of the South, LLC	PIPE PLANNER EFFICIENT IRRIGATION MANAGEMENT		85482912	4347513	<u>6/4/13</u>
Delta Plastics of the South, LLC	PIPE 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	<i>Great To Go</i> <small>Distinctive Carryout Bags</small>	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	<b>CARRYOUT</b> <i>Cafe</i> <small>serve up the ultimate carryout bag</small>	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	<i>SUPER WAVE</i>	75598680	2314052	<u>02/01/00</u>
Command Packaging, LLC, as successor in interest to Grand	SUPER SATIN	(Mod) <i>Super Satin</i>	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+	(Mod) Plus+	76212435	2648451	<u>11/12/02</u>
Command Packaging, LLC, as successor in interest to Grand Packaging, Inc.	ENCORE		77283887	3461026	<u>07/08/08</u>
Command Packaging, LLC, as successor in interest to Grand Packaging, Inc.	RESTAURANTBAGS.COM <b>Cross References:</b> 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 <b>Cross References:</b> 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 <b>Cross References:</b> 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. <b>Cross References:</b> YOUR RESTAURANT HAS AN IMAGE YOUR BAGS SHOULD TOO	<small>your restaurant has an image... your bags should too.</small>	77416720	3519692	<u>10/21/08</u>
Command Packaging, LLC, as successor in interest to Grand Packaging, Inc.	100% RECYCLABLE MADE IN USA REUSABLE <b>Cross References:</b> 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	<b>encore</b>	77963529	3885380	<u>12/7/10</u>
Command Packaging, LLC, as successor in interest to Grand Packaging, Inc.	RESTAURANTBAGS.COM <b>Cross References:</b> 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 <b>Cross References:</b> 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	<b>HeRCules</b>	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>
Delta Plastics of the South, LLC	Pipe Planner Efficient Irrigation Management	<u>U.S.</u>	<u>TXu1783112</u>	<u>11/11/11</u>