

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM596840

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Wincup Holdings, Inc.		09/08/2020	Corporation: DELAWARE
WinCup Plastics, Inc.		09/08/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ACF FINCO I LP		
Street Address:	560 White Plains Road, Suite 400		
City:	White Plains		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	1705064	SIMPLICITY	
Registration Number:	1811558	PROFIT PALS	
Registration Number:	2321795	I AMERICA	
Registration Number:	1768085	ON THE GO	
Registration Number:	2454020	CAFE ULTIMA	
Registration Number:	2513873		
Registration Number:	1540541	THE BIG COOL	
Registration Number:	926058	STYROCONTAINERS	
Registration Number:	3133731	WINCUP	
Registration Number:	2218783		
Registration Number:	2089396	WINCUP	
Registration Number:	4068011	ON THE GO	
Registration Number:	4289419	VIO	
Registration Number:	4447740	CARDINAL	
Registration Number:	5739351	VIO	
Registration Number:	6132170	PHADE	
Serial Number:	88479963	PHADE	
Serial Number:	88619772	PHADE OCEAN FRIENDLY MARINE BIODEGRADABL	

CH \$665.00 1705064

Property Type	Number	Word Mark
Serial Number:	88978587	PHADE OCEAN FRIENDLY MARINE BIODEGRADABL
Serial Number:	88619790	PHADE
Serial Number:	88978585	PHADE
Serial Number:	88913740	JAVA CAFÉ
Serial Number:	88934702	AMERICAN MUSCLE
Serial Number:	88921210	PHADE
Serial Number:	88921199	PHADE
Serial Number:	88921186	PHADE OCEAN FRIENDLY MARINE BIODEGRADABL

CORRESPONDENCE DATA

Fax Number: 2129692900

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: 212-969-3000

Email: ypan@proskauer.com

Correspondent Name: Erik Zakarin

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 38108-007

NAME OF SUBMITTER: Erik Zakarin

SIGNATURE: /Erik Zakarin/

DATE SIGNED: 09/10/2020

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 8th day of September, 2020, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **ACF FINCO I LP**, a Delaware limited partnership, in its capacity as agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 8, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among by and among, *inter alia*, WinCup, Inc., a Delaware corporation, as the Administrative Borrower, the other Loan Parties party thereto, the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Guaranty and Security Agreement, dated as of September 8, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, this Trademark Security 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. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security 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 “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security 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 Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security 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 Trademark Security Agreement. Delivery of an executed counterpart of this Trademark

Security Agreement by any electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by any electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 26 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

NEW WINCUP HOLDINGS, INC.

By: 

Name: Cyrus Nikou


Title: President

[WinCup – Trademark Security Agreement Signature Page]

TRADEMARK
REEL: 007048 FRAME: 0291

GRANTORS:

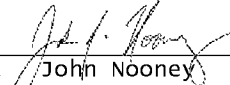
WINCUP PLASTICS, INC.

By: 
Name: Stanley Huang
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

ACF FINCO I LP

By: 
Name: John Nooney
Title: Duly Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Name of Grantor	Mark Description	Status	Filed	App. No.	Registered	Reg. No.
New WinCup Holdings, Inc.	SIMPLICITY	Registered	11/25/1991	74/225,247	8/4/1992	1,705,064
New WinCup Holdings, Inc.	PROFIT PALS	Registered	10/18/1991	74/213,231	12/14/1993	1,811,558
New WinCup Holdings, Inc.	I HEART AMERICA & DESIGN	Registered	4/1/1999	75/672,406	2/22/2000	2,321,795
New WinCup Holdings, Inc.	ON-THE-GO	Registered	10/31/1990	74/111,160	4/27/1993	1,768,085
New WinCup Holdings, Inc.	CAFE ULTIMA	Registered	8/9/1999	75/771,931	5/22/2001	2,454,020
New WinCup Holdings, Inc.	SIMPLICITY DESIGN	Registered	7/20/1999	75/755,981	12/4/2001	2,513,873
New WinCup Holdings, Inc.	THE BIG COOL	Registered	10/17/1988	73/760,516	5/23/1989	1,540,541
New WinCup Holdings, Inc.	STYROCONTAINERS	Registered	2/4/1992	72/332,807	12/28/1991	926,058
New WinCup Holdings, Inc.	WINCUP	Registered	9/16/2003	78/300,816	8/22/2006	3,133,731
New WinCup Holdings, Inc.	W DESIGN	Registered	12/5/1997	75/400,500	1/19/1999	2,218,783
New WinCup Holdings, Inc.	WINCUP	Registered	11/12/1996	75/196,852	8/19/1997	2,089,396
New WinCup Holdings, Inc.	ON-THE-GO (EXPANDED GOODS)	Registered	2/27/2006	78/824,406	12/6/2011	4068011
New WinCup Holdings, Inc.	VIO	Registered	6/3/2010	85/054107	2/12/2013	4289419
WinCup Plastics, Inc.	CARDINAL & Design	Registered	4/29/2013	85917941	12/10/2013	4447740
New WinCup Holdings, Inc.	VIO (word) in Canada	Filed	9/19/2018	1920729		

Name of Grantor	Mark Description	Status	Filed	App. No.	Registered	Reg. No.
New WinCup Holdings, Inc.	VIO (word) in Colombia Class 20	Registered	9/19/2018	SD2018/0075668	11/13/2019	632779
New WinCup Holdings, Inc.	VIO (word) in Colombia Class 21	Registered	9/19/2018	SD2018/0075673	11/13/2019	632789
New WinCup Holdings, Inc.	VIO (word) in MX in Class 20	Pending	9/21/2018	2103256		
New WinCup Holdings, Inc.	VIO (word) in MX in Class 21	Pending	9/21/2018	2103262		
New WinCup Holdings, Inc.	VIO and Design in US	Registered	9/21/2018	88127353	4/30/2019	5,739,351
New WinCup Holdings, Inc.	VIO and Design in Canada	Filed	9/19/2018	1920730		
New WinCup Holdings, Inc.	PHADE Class 8 & 20	Allowed	6/19/2019	88479963		
New WinCup Holdings, Inc.	OCEAN FRIENDLY MARINE BIODEGRADABLE PHADE LOGO Cl 8 & 20	Allowed	9/17/2019	88619772		
New WinCup Holdings, Inc.	OCEAN FRIENDLY MARINE BIODEGRADABLE PHADE LOGO Cl. 21	Allowed	9/17/2019	88978587		
New WinCup Holdings, Inc.	PHADE LOGO Cl. 8 & 20	Allowed	9/17/2019	88619790		
New WinCup Holdings, Inc.	PHADE LOGO Cl. 21	Allowed	9/17/2019	88978585		
New WinCup Holdings, Inc.	PHADE – Madrid	Registered	12/19/2019	A0092672	12/19/2019	1509816
New WinCup Holdings, Inc.	PHADE Madrid Canada	Filed	12/19/2019	2007722	12/19/2019	
New WinCup Holdings, Inc.	PHADE Madrid MX Class 8	Filed	12/19/2019	2321139	12/19/2019	
New WinCup Holdings, Inc.	PHADE Madrid MX Class 20	Filed	12/19/2019	2321140	12/19/2019	
New WinCup Holdings, Inc.	PHADE Madrid MX Class 21	Filed	12/19/2019	2321141	12/19/2019	
New WinCup Holdings, Inc.	OCEAN FRIENDLY MARINE BIODEGRADABLE PHADE LOGO Madrid	Registered	1/22/2020	A0093464	1/22/2020	1524277

Name of Grantor	Mark Description	Status	Filed	App. No.	Registered	Reg. No.
New WinCup Holdings, Inc.	OCEAN FRIENDLY MARINE BIODEGRADABLE PHADE LOGO Madrid -Canada	Filed	1/22/2020	2021680		
New WinCup Holdings, Inc.	OCEAN FRIENDLY MARINE BIODEGRADABLE PHADE LOGO Madrid MX Class 8	Filed	1/22/2020	2370049		
New WinCup Holdings, Inc.	OCEAN FRIENDLY MARINE BIODEGRADABLE PHADE LOGO Madrid MX Class 20	Filed	1/22/2020	2370050		
New WinCup Holdings, Inc.	OCEAN FRIENDLY MARINE BIODEGRADABLE PHADE LOGO Madrid MX Class 21	Filed	1/22/2020	2370051		
New WinCup Holdings, Inc.	PHADE LOGO Madrid	Registered	2/21/2020	A0094455	2/21/2020	1526047
New WinCup Holdings, Inc.	PHADE Logo Madrid Canada	Filed	2/21/2020	2022861		
New WinCup Holdings, Inc.	PHADE Logo Madrid MX Class 8	Filed	2/21/2020	2371404		
New WinCup Holdings, Inc.	PHADE Logo Madrid MX Class 20	Filed	2/21/2020	2371405		
New WinCup Holdings, Inc.	PHADE Logo Madrid MX Class 21	Filed	2/21/2020	2371406		
New WinCup Holdings, Inc.	Java Café	Filed	5/13/2020	88913740		
New WinCup Holdings, Inc.	American Muscle (Stylized)	Filed	5/13/2020	88934702		
New WinCup Holdings, Inc.	PHADE Cl. 21	Registered	6/19/2019	88978068	8/18/2020	6132170
New WinCup Holdings, Inc.	PHADE (II)	Filed	5/18/2020	88921210		
New WinCup Holdings, Inc.	PHADE & Design (II)	Filed	5/18/2020	88921199		
New WinCup Holdings, Inc.	PHADE OCEAN FRIENDLY & Design (II)	Filed	5/18/2020	88921186		

None.

Trade Names

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