

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM603699

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ABL Security Agreement
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Macro Plastics, Inc.		10/15/2020	Corporation: CALIFORNIA
Midstate Plastics Corporation		10/15/2020	Corporation: OHIO
Encore Industries, Inc.		10/15/2020	Corporation: OHIO

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	City Place 1, 185 Asylum Street
<b>City:</b>	Hartford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06103
<b>Entity Type:</b>	Association: UNITED STATES

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	88396738	EUROBIN
Serial Number:	77635642	ISOBIN
Serial Number:	75314263	MACRO DOUBLE SHUTTLE
Serial Number:	78676794	MACROBIN
Serial Number:	76071095	MACROSERVICES
Serial Number:	87426729	MACROTRAC
Serial Number:	88804742	CHILL STOP'R
Serial Number:	86026126	PALM RIDER
Serial Number:	90188587	CHILL STOP'R
Serial Number:	77671096	BACK TO EARTH

## CORRESPONDENCE DATA

Fax Number: 8009144240

*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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

OP \$265.00 88396738

**Correspondent Name:** CT Corporation  
**Address Line 1:** 4400 Easton Commons Way  
**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

**NAME OF SUBMITTER:** Elaine Carrera

**SIGNATURE:** /Elaine Carrera/

**DATE SIGNED:** 10/19/2020

**Total Attachments: 6**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

- 1. Macro Plastics, Inc.
- 2. Midstate Plastics Corporation
- 3. Encore Industries, Inc.

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: 1. CA; 2. OH; 3. OH  
 Other \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) October 15, 2020

- Assignment                       Merger  
 Security Agreement               Change of Name  
 Other ABL Security Agreement

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of America, N.A.

Street Address: City Place 1, 185 Asylum Street

City: Hartford

State: CT

Country: USA Zip: 06103

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship USA  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text  
See Schedule I

B. Trademark Registration No.(s)  
See Schedule I

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Senior Paralegal

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP,  
32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

10

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: Elaine Carrera  
Signature

October 16, 2020

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0148, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1450

**ABL TRADEMARK SECURITY AGREEMENT (SHORT FORM)**

**ABL Trademark Security Agreement**, dated as of October 15, 2020, by MACRO PLASTICS, INC., MIDSTATE PLASTICS CORPORATION and ENCORE INDUSTRIES INC. (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a ABL U.S. Security Agreement dated as of October 15, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this ABL Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to make Loans, the Issuing Banks to issue Letters of Credit and the Qualified Counterparties to enter into and/or maintain Secured Hedge Agreements and/or Secured Cash Management Agreements, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties and their permitted successors and assigns a continuing security interest in, and lien on, all of its right, title and interest in any and all of the following Collateral (excluding any Excluded Assets) of such Grantor:

- (a) registered Trademarks and Trademark applications of such Grantor, including those listed on Schedule I attached hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by the foregoing;
- (d) any and all claims for damages and injunctive relief for past, present and future infringement, misappropriation, violation or misuse 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
- (e) 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 3. The Security Agreement and ABL Intercreditor Agreement. The security interest granted pursuant to this ABL Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated by reference herein as if fully set forth herein. In the

event that any provision of this ABL Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of this Agreement, the terms of the ABL Intercreditor Agreement shall govern.

SECTION 4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Trademarks of such Grantor under this ABL Trademark Security Agreement.

SECTION 5. Counterparts. This ABL Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this ABL Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this ABL Trademark Security Agreement.

SECTION 7. 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 have duly executed this Agreement as of the day and year first above written.

**MACRO PLASTICS, INC.**

By: 

Name: Christian Marcoux

Title: Secretary

**ENCORE INDUSTRIES, INC.**

By: 

Name: Christian Marcoux

Title: Secretary

**MIDSTATE PLASTICS CORPORATION**

By: 

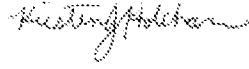
Name: Christian Marcoux

Title: Secretary

[Signature Page to North, U.S. ABC Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007079 FRAME: 0488**


BANK OF AMERICA, N.A.,  
as Administrative Agent



By:

Name: Kristen J. Holihan  
Title: Vice President

**Schedule I**  
**to**  
**ABL TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND USE APPLICATIONS**

<b>Trademark</b>	<b>Country</b>	<b>Application #</b>	<b>Registration #</b>	<b>Ownership</b>
ISOBIN	CA	1441581	TMA834517	Macro Plastics, Inc.
EUROBIN	US	88396738	5891214	Macro Plastics, Inc.
ISOBIN	US	77635642	3772911	Macro Plastics, Inc.
MACRO DOUBLE	US	75314263	2373249	Macro Plastics, Inc.
MACROBIN	US	78676794	3116966	Macro Plastics, Inc.
MACROSERVICE	US	76071095	2555114	Macro Plastics, Inc.
MACROTRAC	US	87426729	5478741	Macro Plastics, Inc.
CHILL STOP'R	US	88804742	—	Midstate Plastics Corporation
PALM RIDER	US	86026126	4647550	Midstate Plastics Corporation
CHILL STOP'R and Design 	US State Minnesota	—	23959	Midstate Plastics Corporation
CHILL STOP'R	US	90188587		Midstate Plastics Corporation
BACK TO EARTH	US	77671096	3788374	Encore Industries, Inc.