

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645276

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPARTECH LLC		05/06/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BNP PARIBAS, as collateral agent		
Street Address:	787 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Société Anonyme (Sa): FRANCE		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	4659865	DURAGARD	
Registration Number:	5428775	DURAGARD	
Registration Number:	5428777	PRESERVAPAK	
Registration Number:	5428776	PRESERVAPAK	
Registration Number:	5434653	FORMPRO	
Registration Number:	5449880	SURFACECHOICE	
Registration Number:	5701242	S SPARTECH	
Registration Number:	5707924	SPARTECH	
Registration Number:	687423	ROYALEX	
Registration Number:	1632059	SUNGARD	
Registration Number:	1153928	STA-TUF	
Registration Number:	1794571	SPARTECH	
Registration Number:	1800768	SPARTECH	
Registration Number:	785416	ROYALITE	
Registration Number:	1009937	CRYLEX	
Registration Number:	1900613	ULTROS	
Registration Number:	1993760	SOLACRYL	
Registration Number:	822613	KORAD	
Registration Number:	3353245	VALIANT	
TRADEMARK			

CH \$815.00 4659865

Property Type	Number	Word Mark
Registration Number:	2386124	ULTRATUF
Registration Number:	706293	POLYCAST
Serial Number:	90386574	PRINTMAX
Serial Number:	90437985	AQUAPRO
Serial Number:	90437964	EXTREME PLUS LG
Serial Number:	90437977	TUF-GLAS
Serial Number:	90542456	T TUFPAK
Serial Number:	90542461	T TUFPAK
Serial Number:	90542466	T TUFPAK
Serial Number:	90542465	T TUFPAK
Serial Number:	90542447	T TUFPAK
Serial Number:	88836218	WEATHERPRO
Serial Number:	90039125	ZYCRYL

CORRESPONDENCE DATA

Fax Number: 2125305219
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: 2125305243
Email: dcip@milbank.com, ehyla@milbank.com
Correspondent Name: Eric Hyla, Esq.
Address Line 1: 55 Hudson Yards
Address Line 2: Milbank, LLP
Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER:	27743.00028
NAME OF SUBMITTER:	Eric Hyla
SIGNATURE:	/Eric Hyla/
DATE SIGNED:	05/08/2021

Total Attachments: 8
source=1.3 Project Gateway - Intellectual Property Security Agreement [Executed]#page1.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of May 6, 2021, between the signatory hereto (the “Grantor”) in favor of BNP PARIBAS, as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”).

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of May 6, 2021 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the “Intellectual Property Collateral”):

(a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.

(b) (i) All patents of the United States, all registrations and recordings thereof, and all applications for patents of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those listed on Schedule 2 hereto, and (ii) all provisionals, reissues, continuations, divisions, continuations-in-part, reexaminations, revisions, renewals or extensions thereof, and the inventions

or designs disclosed or claimed therein, including the right to make, use, import and/or sell the inventions or designs disclosed or claimed therein.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.


SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

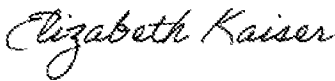
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IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

SPARTECH LLC,
as Grantor

By: 
Name: Daniel Williams
Title: Vice President and Assistant Secretary

BNP PARIBAS,
as Collateral Agent

By: 
Name: Elizabeth Kaiser
Title: Vice President

By: 
Name: Denise Chow
Title: Managing Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 007286 FRAME: 0018

SCHEDULE 1

Owner	Trademark / Service Mark Name	Registration/Application Number	Registration Date	Jurisdiction
Spartech LLC	PRINTMAX	90386574	N/A	US
Spartech LLC	AQUAPRO	90437985	N/A	US
Spartech LLC	EXTREME PLUS LG	90437964	N/A	US
Spartech LLC	TUF-GLAS	90437977	N/A	US
Spartech LLC	T TUFFPAK & Design	90542456	N/A	US
Spartech LLC	T TUFFPAK & Design	90542461	N/A	US
Spartech LLC	T TUFFPAK & Design	90542466	N/A	US
Spartech LLC	T TUFFPAK & Design	90542465	N/A	US
Spartech LLC	T TUFFPAK & Design	90542447	N/A	US
Spartech LLC	WEATHERPRO	88836218	N/A	US
Spartech LLC	ZYCRYL	90039125	N/A	US
Spartech LLC	DURAGARD	4659865	12/23/2014	US
Spartech LLC	DURAGARD	5428775	3/20/2018	US
Spartech LLC	PRESERVAPAK	5428777	3/20/2018	US
Spartech LLC	PRESERVAPAK	5428776	3/20/2018	US
Spartech LLC	FORMPRO	5434653	3/27/2018	US
Spartech LLC	SURFACECHOICE	5449880	4/17/2018	US
Spartech LLC	S SPARTECH and Design	5701242	3/19/2019	US
Spartech LLC	SPARTECH	5707924	3/26/2019	US

Owner	Trademark /Service Mark Name	Registration/Application Number	Registration Date	Jurisdiction
Spartech LLC	ROYALEX	687423	11/3/1959	US
Spartech LLC	SUNGARD	1632059	1/22/1991	US
Spartech LLC	STA-TUF	1153928	5/12/1981	US
Spartech LLC	SPARTECH	1794571	9/28/1993	US
Spartech LLC	SPARTECH	1800768	10/26/2013	US
Spartech LLC	ROYALITE	785416	2/23/1965	US
Spartech LLC	CRYLEX	1009937	5/6/1975	US
Spartech LLC	ULTROS	1900613	6/20/1995	US
Spartech LLC	SOLACRYL	1993760	8/13/1996	US
Spartech LLC	KORAD	822613	1/24/1967	US
Spartech LLC	VALIANT	3353245	12/11/2007	US
Spartech LLC	ULTRATUF	2386124	9/12/2000	US
Spartech LLC	POLYCAST	706293	10/25/1960	US

SCHEDULE 2

Issued Patents

Patent No.	Jurisdiction	Title	File Date	Date of Patent	Owner
10239988B2	US	URETHANE VINYL COPOLYMERS AND IMPACT RESISTANT SHEETS MADE THEREFROM	2016-07-29	2016-07-29	SPARTECH LLC
10934402B2	US	URETHANE UREA ACRYLIC CAST SHEET MATERIALS	2017-11-21	2021-03-02	SPARTECH LLC
9018310B2	US	POLYMER BLEND COMPOSITION FOR AUTOMOTIVE FLOORING APPLICATIONS	2009-04-06	2015-04-28	SPARTECH LLC
9114902B2	US	METHODS AND SYSTEMS FOR USE IN FORMING AN ARTICLE FROM A MULTI-LAYER SHEET STRUCTURE	2015-08-25	2011-09-01	SPARTECH LLC
9669992B2	US	METHODS AND SYSTEMS FOR USE IN FORMING AN ARTICLE FROM A MULTI-LAYER SHEET STRUCTURE	2015-07-21	2017-06-06	SPARTECH LLC
D768508S1	US	PACKAGING ASSEMBLY	2014-10-31	2016-10-11	SPARTECH LLC
D768509S1	US	PACKAGING ASSEMBLY	2014-10-31	2016-10-11	SPARTECH LLC
D769131S1	US	PACKAGING ASSEMBLY	2014-10-31	2016-10-18	SPARTECH LLC
D769734S1	US	PACKAGING ASSEMBLY	2014-10-31	2016-10-25	SPARTECH LLC
D896073S1	US	BEVERAGE POD	2019-06-13	2020-09-15	SPARTECH LLC
D779833S1	US	PLASTIC SHEET WITH A SURFACE PATTERN	2014-11-04	2017-02-28	SPARTECH LLC
D802508S1	US	VEHICLE FLOOR MAT WITH APPLIED SURFACE PATTERN	2014-11-04	2017-11-14	SPARTECH LLC

Patent No.	Jurisdiction	Title	File Date	Date of Patent	Owner
D775472S1	US	PLASTIC SHEET WITH A SURFACE PATTERN	2014-11-04	2017-01-03	SPARTECH LLC
D809445S1	US	VEHICLE FLOOR MAT WITH APPLIED SURFACE PATTERN	2014-11-04	2018-02-06	SPARTECH LLC
D854411S1	US	BEVERAGE POD	2017-04-05	2019-07-23	SPARTECH LLC
D591173S1	US	SALAD KIT	2007-12-06	2009-04-28	SPARTECH LLC
8485377B2	US	MODULAR CONTAINER ASSEMBLY	2010-10-26	2013-07-16	SPARTECH LLC
7609450B2	US	PLASTIC SHEETS WITH LENTICULAR LENS ARRAYS	2007-03-29	2009-10-27	SPARTECH LLC
8411363B2	US	PLASTIC SHEETS WITH LENTICULAR LENS ARRAY	2009-10-20	2013-04-02	SPARTECH LLC

Patent Applications

Serial No.	Jurisdiction	Title	File Date	Owner
US16483227	US	MOLDABLE POLYESTER SHEET MATERIALS AND RECYCLABLE BARRIER PACKAGES MADE THEREFROM	2019-08-02	SPARTECH LLC
US15818898	US	URETHANE UREA ACRYLIC CAST SHEET MATERIALS	2017-11-21	SPARTECH LLC