

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696533

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RECY SYSTEMS GMBH		12/20/2021	Company: GERMANY
RECEIVING PARTY DATA			
Name:	Wilmington Trust (London) Limited		
Street Address:	1 KING'S ARMS YARD, THIRD FLOOR		
City:	LONDON		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2R 7AF		
Entity Type:	Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3048063	RECY	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	4152687810		
Email:	hcheng@mofa.com		
Correspondent Name:	Muzamil Huq		
Address Line 1:	425 Market Street		
Address Line 2:	Morrison & Foerster LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	23113-1		
NAME OF SUBMITTER:	Muzamil Huq		
SIGNATURE:	/MHuq/		
DATE SIGNED:	12/21/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 20, 2021, this “Intellectual Property Security Agreement”), is made by RECY SYSTEMS GMBH (the “Grantor”) in favor of Wilmington Trust (London) Limited, as security agent (in such capacity, the “Security Agent”).

WHEREAS, in connection with that certain Senior Facilities Agreement dated as of August 3, 2021 (as amended, restated, amended and restated, supplemented, modified, renewed or extended from time to time, the “Facilities Agreement”), by and among AMCS BIDCO LIMITED, a limited liability company incorporated and registered under the laws of Ireland, as the Company, the Subsidiaries listed in Part 1 of Schedule 1 to the Facilities Agreement (as defined below) as Original Borrowers, the Subsidiaries listed in Part 1 of Schedule 1 to the Facilities Agreement (as defined below) as Original Guarantors, Wilmington Trust (London) Limited, as Agent, the Financial Institutions listed in Part 2 of Schedule 1 therein as Original Lenders, the Security Agent, and the other parties party thereto from time to time, the Grantor has entered into that certain Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented, modified, renewed or extended from time to time, the “Security Agreement”), by the Grantor and any other parties thereto in favor of the Security Agent;

WHEREAS, under the terms of the Security Agreement, Grantor has granted a security interest in certain Intellectual Property Collateral, including, without limitation, the Intellectual Property Collateral (as defined below), to the Security Agent, for itself and on behalf and for the ratable benefit of the other Secured Parties, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and/or the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Grant of Security. As security for the payment and performance of the Secured Obligations, Grantor hereby grants to the Security Agent, for itself and on behalf and for the ratable benefit of the other Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under the following property (the “Intellectual Property Collateral”):

(a) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing (including such U.S. registrations and applications as are described in Schedule A), whether registered or unregistered and wherever registered and all reissues, extensions and renewals thereof, and all the goodwill of the business connected with the use of, and symbolized by, each of the above;

(b) (i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing (including such U.S. patents and patent applications as are described in Schedule A) and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(c) all copyrights and applications for copyright, domestic or foreign, together with the underlying works of authorship (including titles), whether or not the underlying works of authorship have been published whether said copyrights are statutory or arise under the common law, and all other rights and works of authorship (including the U.S. copyright registrations and copyright applications described in Schedule A), all licenses relating to any of the foregoing and all rights of renewal and extension of copyright;

in each case, solely to the extent the same constitutes Intellectual Property Collateral under the Security Agreement.

2. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and/or the Commissioner for Trademarks and any other applicable government officer, as applicable, record this Intellectual Property Security Agreement.

3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by facsimile or other electronic imaging means), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. Governing Law. This Intellectual Property Security Agreement and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate in any way hereto or the negotiation, execution or performance thereof or the transactions contemplated hereby, unless otherwise expressly set forth therein, shall be governed by, and construed in accordance with, the law of the State of New York except as required by mandatory provisions of law and to the extent the validity or perfection of the Security hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.


5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement, the Facilities Agreement and the Intercreditor Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, the Facilities Agreement and the Intercreditor, 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 Security Agreement, the Facilities Agreement or the Intercreditor Agreement, the provisions of the Security Agreement, the Facilities Agreement or the Intercreditor Agreement, as applicable, shall govern.

6. Definitions. Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement or the Facilities Agreement, as applicable.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

Executed as a deed on behalf of)
RECY SYSTEMS GmbH, a company)
incorporated in the Federal Republic of)
Germany by)

Conor Curley)
managing director (*Geschäftsführer*))
duly authorized to jointly represent)
that company together with)
another managing director)
or an authorized representative (*Prokurist*))


Conor Curley

and

Martin Weper)
managing director (*Geschäftsführer*))
duly authorized to jointly represent)
that company together with)
another managing director)
or an authorized representative (*Prokurist*))

Martin Weper

WILMINGTON TRUST (LONDON) LIMITED

By: _____

Name: _____

Title: _____

[AMCS-- signature page to IPSA (RECY)]

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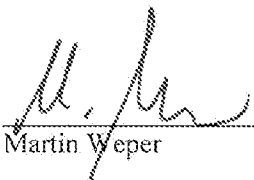
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duly authorized to jointly represent)
that company together with)
another managing director)
or an authorized representative (*Prokurist*))

Conor Curley

and

Martin Weper)
managing director (*Geschäftsführer*))
duly authorized to jointly represent)
that company together with)
another managing director)
or an authorized representative (*Prokurist*))



Martin Weper

WILMINGTON TRUST (LONDON) LIMITED

By: _____

Name: _____

Title: _____

[AMCS – signature page to IPSA (RECY)]

TRADEMARK
REEL: 007537 FRAME: 0564

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another managing director)
or an authorized representative (*Prokurist*))

Martin Weper

WILMINGTON TRUST (LONDON) LIMITED

By: _____ 

Name: **Keith Reader**

Title: **Director**

[AMCS – signature page to IPSA (RECY)]

Schedule A

Trademark	Registration Number	Registration Date	Application Number	Application Date	Owner
RECY	3048063	1/24/2006	76619716	11/8/2004	Recy Systems AG (n/k/a Recy Systems GmbH)