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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM705847

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Tulip Molded Plastics Corporation		01/31/2022	Corporation:

### **RECEIVING PARTY DATA**

Name:	BANK OF AMERICA, N.A.	
Street Address:	3455 Peachtree Road NE	
Internal Address:	GA7-024-12-05 (12th Floor)	
City:	Atlanta	
State/Country:	GEORGIA	
Postal Code:	30326	
Entity Type:	National Banking Association: UNITED STATES	

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4931620	TULIP
Registration Number:	4895112	TULIP

### **CORRESPONDENCE DATA**

Fax Number:

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.

Email: Teas@friedfrank.com

Correspondent Name: Justin Charles c/o Fried Frank et al

Address Line 1: One New York Plaza

Address Line 4: New York, NEW YORK 10004

NAME OF SUBMITTER:	Justin Charles
SIGNATURE:	/Justin Charles/
DATE SIGNED:	02/01/2022

## **Total Attachments: 4**

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### GRANT OF SECURITY INTEREST- TRADEMARKS AND PATENTS

January 31, 2022

WHEREAS, Tulip Molded Plastics Corporation (the "<u>Assignor</u>") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached <u>Schedule A</u>, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "<u>Trademarks</u>") and holds all right, title and interest in the letter patents, design patents and utility patents listed on the attached <u>Schedule B</u>, which patents are issued or applied for in the United States Patent and Trademark Office (the "<u>Patents</u>");

WHEREAS, the Assignor has entered into that certain U.S. Security Agreement, dated October 12, 2021 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of BANK OF AMERICA, N.A., as the Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks (other than intent-to-use trademark applications for which no statement of use has been filed with the U.S. Patent and Trademark Office), together with, among other things, the good-will of the business symbolized by the Trademarks, the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of a conflict between this Grant of Security Interest and the Security Agreement, the Security Agreement shall control.

[Signature page follows]

 $\begin{array}{l} \text{Stryten-ABL Security Agreement} \\ 26221260.7 \end{array}$ 

IN WITNESS WHEREOF, the Assignor has caused this Grant of Security Interest to be duly executed by its officer thereunto duly authorized as of the date first written above.

**TULIP MOLDED PLASTICS CORPORATION** 

By:

Name: Jeremy Furr Title: Secretary

ABL/Stryten - Security Agreement

**RECORDED: 02/01/2022** 

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