

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM872685

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thermoforming Systems, LLC		01/31/2024	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	PO Box 760776		
Internal Address:	MAC T7422-012		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78245		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2924334	LOW FLEX	
Registration Number:	2980759	TSL	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	jess.bajada-bartlett@lw.com		
Correspondent Name:	LATHAM & WATKINS C/O J. Bajada-Bartlett		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	049275-0252		
NAME OF SUBMITTER:	Jessica Bajada-Bartlett		
SIGNATURE:	/s/ Jessica Bajada-Bartlett		
DATE SIGNED:	01/31/2024		
Total Attachments: 9			
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Notice of Grant of Security Interest in Intellectual Property

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of January 31, 2024 (this “Notice”), made by (i) DAVIS-STANDARD, LLC, a Delaware limited liability company and (ii) Thermoforming Systems, LLC, a Washington limited liability company (each, individually, a “Pledgor”, and collectively, the “Pledgors”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement, dated as of January 31, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among DS Parent, Inc., a Delaware corporation (the “Borrower”), each Subsidiary of the Borrower identified therein and Wells Fargo Bank, National Association, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as the case may be, in full of the Secured Obligations, each Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all of its Trademarks of the United States of America, including those registered or applied-for United States Trademarks listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts.* This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original. The words “execution,” “execute”, “signed,” “signature,” and words of like import in or related to any document to be

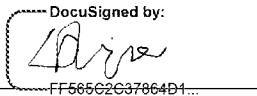
signed in connection with this Notice and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Collateral Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Collateral Agent pursuant to procedures approved by it.

SECTION 5. *Governing Law.* THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

DAVIS-STANDARD, LLC
as Pledgor

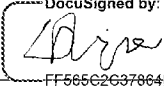
By: 
Name: Rajalakshmi Dwaraka
Title: Chief Financial Officer

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 008333 FRAME: 0426

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

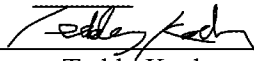
THERMOFORMING SYSTEMS, LLC
as Pledgor

By:  DocuSigned by:
FF565C2697864D1...
Name: Rajalakshmi Dwaraka
Title: Chief Financial Officer

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 008333 FRAME: 0427

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By:  _____
Name: Teddy Koch
Title: Managing Director

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by each Pledgor

U.S. Trademark Registrations

Trademark	Registration #	Owner of Record
ALTERNATE POLYMER	3102679	DAVIS-STANDARD, LLC
BLACK CLAWSON CONVERTING MACHINERY	4337869	DAVIS-STANDARD, LLC
CLIPPER MACHINES	4337867	DAVIS-STANDARD, LLC
DAVIS STANDARD WHERE YOUR IDEAS TAKE SHAPE	6725316	DAVIS-STANDARD, LLC
DAVIS-STANDARD (DESIGN)	627776	DAVIS-STANDARD, LLC
DAVIS-STANDARD (WORD)	2351805	DAVIS-STANDARD, LLC
DAVIS-STANDARD WHERE YOUR IDEAS TAKE SHAPE	6725315	DAVIS-STANDARD, LLC
Double Chevron (D)	6349156	DAVIS-STANDARD, LLC
D-S (DESIGN)	1870326	DAVIS-STANDARD, LLC
DS ACTIV-CHECK (word)	6980893	DAVIS-STANDARD, LLC

Trademark	Registration #	Owner of Record
D-S IN KEYSTONE (DESIGN)	667385	DAVIS-STANDARD, LLC
DS-ACTIV (Design)	6775575	DAVIS-STANDARD, LLC
DSB	6747644	DAVIS-STANDARD, LLC
DSX	4877903	DAVIS-STANDARD, LLC
dsX (design)	4877913	DAVIS-STANDARD, LLC
DSX FLEX-PACK (Design)	5054913	DAVIS-STANDARD, LLC
DSX FLEX-PACK (word)	5054912	DAVIS-STANDARD, LLC
DSX MED-TUBE (design)	5003688	DAVIS-STANDARD, LLC
DSX MED-TUBE (word)	5003687	DAVIS-STANDARD, LLC
DSX S-TRETCH	4988987	DAVIS-STANDARD, LLC
DSX S-TRETCH (design)	4988988	DAVIS-STANDARD, LLC
EGAN	6572357	DAVIS-STANDARD, LLC

Trademark	Registration #	Owner of Record
EPIC II	1982511	DAVIS-STANDARD, LLC
EPIC III	6002533	DAVIS-STANDARD, LLC
EX-M-PLAR	4161074	DAVIS-STANDARD, LLC
FIBERMASTER	1004475	DAVIS-STANDARD, LLC
GEARTRUDER	1488149	DAVIS-STANDARD, LLC
HARREL	892872	DAVIS-STANDARD, LLC
KILLION	4374641	DAVIS-STANDARD, LLC
MARK V	1416426	DAVIS-STANDARD, LLC
MERRITT	4374646	DAVIS-STANDARD, LLC
NRM EXTRUSION	2039733	DAVIS-STANDARD, LLC
PELLETOR	800946	DAVIS-STANDARD, LLC
POLYCYCLE	2388242	DAVIS-STANDARD, LLC

Trademark	Registration #	Owner of Record
SCRAPPER	1692437	DAVIS-STANDARD, LLC
STERLING	4374943	DAVIS-STANDARD, LLC
SUPER BLUE	2902438	DAVIS-STANDARD, LLC
THERMATIC	700482	DAVIS-STANDARD, LLC
TUBE-TROL	1298602	DAVIS-STANDARD, LLC
WHERE YOUR IDEAS TAKE SHAPE	6747242	DAVIS-STANDARD, LLC
XP EXPRESS	3272017	DAVIS-STANDARD, LLC
LOW FLEX	2924334	Thermoforming Systems, LLC
TSL (Thermoforming Systems)	2980759	Thermoforming Systems, LLC

U.S. Trademark Applications

None.