

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623219

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WILLIAMS PLASTICS LLC		01/29/2021	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	HINSDALE BANK & TRUST COMPANY, N.A.		
Street Address:	25 East First Avenue		
City:	Hinsdale		
State/Country:	ILLINOIS		
Postal Code:	60521		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2330297	ACRYLINE	
Registration Number:	1421087	CRYSTALEX	
Registration Number:	3951200	E GREEN	
Registration Number:	2650648	JOURNEY	
Registration Number:	5787765	KOMPASS	
Registration Number:	2984895	OMEGA	
Registration Number:	2005080	RATTMATT	
Registration Number:	4209838	ROADSTER	
Registration Number:	3336235	SERVE & LEARN	
Registration Number:	2972796	LOW RIDER	
CORRESPONDENCE DATA			
Fax Number:	3124607000		
<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:	312-460-5000		
Email:	slott@seyfarth.com		
Correspondent Name:	Stephen D. Lott		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 8000		

CH \$265.00 2330297

Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	069744-000039
NAME OF SUBMITTER:	Stephen D. Lott
SIGNATURE:	/Stephen D. Lott/
DATE SIGNED:	01/29/2021
Total Attachments: 8 source=08. Thunderbird - Patent and Trademark Security Agreement(67813193v1)#page1.tif source=08. Thunderbird - Patent and Trademark Security Agreement(67813193v1)#page2.tif source=08. Thunderbird - Patent and Trademark Security Agreement(67813193v1)#page3.tif source=08. Thunderbird - Patent and Trademark Security Agreement(67813193v1)#page4.tif source=08. Thunderbird - Patent and Trademark Security Agreement(67813193v1)#page5.tif source=08. Thunderbird - Patent and Trademark Security Agreement(67813193v1)#page6.tif source=08. Thunderbird - Patent and Trademark Security Agreement(67813193v1)#page7.tif source=08. Thunderbird - Patent and Trademark Security Agreement(67813193v1)#page8.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 29, 2021, is entered into by WILLIAMS PLASTICS LLC, an Indiana limited liability company (the "Grantor") in favor of HINSDALE BANK & TRUST COMPANY, N.A., as administrative agent (the "Administrative Agent") for all Lenders party to the Credit Agreement (as defined herein).

RECITALS

A. The Grantor and its affiliates, as borrowers ("Borrowers"), and the Administrative Agent have entered into that certain Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") as well as that certain Guaranty and Collateral Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") each by and among the Borrowers, the financial institutions that are or may from time to time become parties hereto, including HINSDALE BANK & TRUST COMPANY, N.A. (together with their respective successors and assigns, the "Lenders") and Administrative Agent, dated as of the date hereof.

B. Pursuant to the terms of the Credit Agreement, Lenders have severally agreed to make loans to, and issue letters of credit for the account, the Borrowers.

C. Pursuant to the terms of the Guaranty and Collateral Agreement, the Borrowers have granted to the Administrative Agent in favor of Lenders, a security interest in substantially all the assets of the Borrowers, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, trademarks, trademark applications, and all products and proceeds thereof, except in any case, to the extent specifically excluded, to secure the payment of all amounts owing by the Borrowers under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and Guaranty and Collateral Agreement, the Grantor does hereby grant to the Administrative Agent for the benefit of Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto and any trademark issued pursuant to a trademark application referred to in Schedule 1 (items 1 through 2 being herein collectively referred to as the "Trademark Collateral");

- (3) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (4) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 (items 3 through 4 being herein collectively referred to as the "Patent Collateral").

Notwithstanding the foregoing, the Trademark Collateral and the Patent Collateral shall not include, and the Administrative Agent is not granted a security interest in, any property or assets that are not included in the Collateral (as defined in the Guaranty and Collateral Agreement).

This security interest is granted in conjunction with the security interests granted to the Administrative Agent in favor of Lenders pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and Lenders with respect to the security interest in the Trademark Collateral and Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Credit Agreement.

The laws of the State of Illinois shall govern all matters arising out of, in connection with or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest). Any legal action or proceeding with respect to this Agreement and any Loan Document shall be brought exclusively in the courts of the State of Illinois located in Cook County, Illinois, or of the United States of America sitting in the Northern District of Illinois and, by execution and delivery of this Agreement, Grantor hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts; provided that nothing in this Agreement shall limit the right of the Administrative Agent or a Lender to commence any proceeding in the federal or state courts of any other jurisdiction to the extent Administrative Agent or a Lender determines that such action is necessary or appropriate to exercise its rights or remedies under the Loan Documents. To the extent permitted by law, the parties hereto (and, to the extent set forth in any other Loan Document, each other party thereto) hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions. THE PARTIES HERETO, TO THE EXTENT PERMITTED BY LAW, WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO, THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND ANY OTHER TRANSACTION CONTEMPLATED HEREBY AND THEREBY. THIS WAIVER

APPLIES TO ANY ACTION, SUIT OR PROCEEDING WHETHER SOUNDING IN TORT,
CONTRACT OR OTHERWISE.

[SIGNATURE PAGE FOLLOWS]

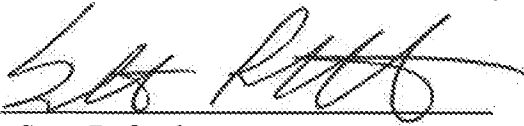
The undersigned has caused this Patent and Trademark Security Agreement to be duly executed and delivered as of the date first written above.

WILLIAMS PLASTICS LLC

By: _____
Name: Kevin Prunsky
Title: Manager

Acknowledged:

HINSDALE BANK & TRUST COMPANY, N.A.

By: 

Name: Scott Rofstad

Title: Senior Vice President

Signature Page to Patent and Trademark Security Agreement

TRADEMARK
REEL: 007173 FRAME: 0677

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Mark/Name	Status/Key Dates	App. No./Reg. No.	Owner Information
<u>ACRYLINE</u>	Renewed, March 14, 2010 Int'l Class: 21 First Use: July 16, 1998 Filed: June 24, 1998 Registered: March 14, 2000 Last Renewal: March 14, 2010	RN: 2330297 SN: 75508041	Williams Plastics LLC (Indiana Limited Liability Company) 1501 Oakton Elk Grove Illinois 60007
<u>CRYSTALEX</u>	Renewed, December 16, 2016 Int'l Class: 20,21 First Use: July 3, 1985 Int'l Class: 28 First Use: July 2, 1985 Filed: October 22, 1985 Registered: December 16, 1986 Last Renewal: December 16, 2016	RN: 1421087 SN: 73564502	Williams Plastics LLC (Indiana Limited Liability Company) 1501 Oakton Elk Grove Illinois 60007
<u>E GREEN</u>	Registered 8 & 15, August 30, 2016 Int'l Class: 21 First Use: January 27, 2010 Int'l Class: 40 First Use: January 25, 2010 Filed: April 17, 2008 Registered: April 26, 2011	RN: 3951200 SN: 77450688	Williams Plastics LLC (Indiana Limited Liability Company) 1501 Oakton Elk Grove Illinois 60007
<u>JOURNEY</u>	Renewed, November 12, 2012 Int'l Class: 21 First Use: January 18, 2002 Filed: August 29, 2001 Registered: November 12, 2002 Last Renewal: November 12, 2012	RN: 2650648 SN: 76306726	Williams Plastics LLC (Indiana Limited Liability Company) 1501 Oakton Elk Grove Illinois 60007
<u>KOMPASS</u>	Registered, June 25, 2019 Int'l Class: 21	RN: 5787765 SN: 88213147	Williams Plastics LLC (Indiana Limited Liability Company)

Mark/Name	Status/Key Dates	App. No./Reg. No.	Owner Information
	First Use: November 29, 2018 Filed: November 30, 2018 Registered: June 25, 2019		1501 Oakton Elk Grove Village Illinois 60007
<u>OMEGA</u>	Renewed, August 16, 2015 Int'l Class: 21 First Use: January 30, 2003 Filed: November 8, 2002 Registered: August 16, 2005 Last Renewal: August 16, 2015	RN: 2984895 SN: 78183259	Williams Plastics LLC (Indiana Limited Liability Company) 1501 Oakton Elk Grove Illinois 60007
<u>RAITMATT</u>	Renewed, October 1, 2016 Int'l Class: 09 First Use: March 15, 1995 Filed: November 28, 1994 Registered: October 1, 1996 Last Renewal: October 1, 2016	RN: 2005080 SN: 74603884	Williams Plastics LLC (Indiana Limited Liability Company) 1501 Oakton Elk Grove Illinois 60007
<u>ROADSTER</u>	Registered 8 & 15, August 27, 2018 Int'l Class: 21 First Use: January 14, 1999 Filed: February 16, 2012 Registered: September 18, 2012	RN: 4209838 SN: 85544912	Williams Plastics LLC (Indiana Limited Liability Company) 1501 Oakton Elk Grove Illinois 60007
<u>SERVE & LEARN</u>	Renewed, November 13, 2017 Int'l Class: 40 First Use: July 5, 2006 Filed: June 2, 2005 Registered: November 13, 2007 Last Renewal: November 13, 2017	RN: 3336235 SN: 78642595	Williams Plastics LLC (Indiana Limited Liability Company) 1501 Oakton Elk Grove Illinois 60007
<u>LOW RIDER</u>	Renewed, July 19, 2015 Int'l Class: 21 First Use: January 9, 2003 Filed: September 5, 2002 Registered: July 19, 2005 Last Renewal: July 19, 2015	RN: 2972796 SN: 78160937	Williams Plastics LLC (Indiana Limited Liability Company) 1501 Oakton Elk Grove Illinois 60007

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Owner	Title	Status	Reg. No.	Filed	Reg. Date	Renewal/Expiration Date
Williams Plastics LLC	BEVERAGE CONTAINER	Patent Issued	8,757,425	9/16/2009	06/24/2016	March 23, 2031