

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650895

| | | | |
|---|--|------------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Avon Plastics, Inc. | | 04/30/2021 | Corporation: MINNESOTA |
| RECEIVING PARTY DATA | | | |
| Name: | Associated Bank, National Association, as administrative agent | | |
| Street Address: | 45 South Seventh Street, Suite 2900 | | |
| City: | Minneapolis | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55402 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 12 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5467479 | MASTER MARK | |
| Registration Number: | 5703924 | QUIX INTERLOCKING TILE | |
| Registration Number: | 4809182 | ARMADILLO TILE | |
| Registration Number: | 4464908 | MASTER GARDENERS | |
| Registration Number: | 4256341 | ARMADILLO | |
| Registration Number: | 3019992 | MASTER GARDENER | |
| Registration Number: | 2874149 | THE CONTRACTOR | |
| Registration Number: | 2375954 | RHINO DECK | |
| Registration Number: | 2221991 | ZIP EDGE | |
| Registration Number: | 1822796 | EDGEMASTER | |
| Registration Number: | 1508159 | MASTER MARK | |
| Registration Number: | 6020487 | GRID AXCENTS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6123408827 | | |
| <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: | 612.492.6819 | | |
| Email: | ip.docket@dorsey.com | | |
| Correspondent Name: | Evan P. Everist | | |
| Address Line 1: | Dorsey & Whitney LLP | | |
| TRADEMARK | | | |

OP \$315.00 5467479

Address Line 2: 50 South Sixth Street, Suite 1500
Address Line 4: Minneapolis, MINNESOTA 55402-1398

ATTORNEY DOCKET NUMBER: 455810-00032

NAME OF SUBMITTER: Evan Everist

SIGNATURE: /Evan Everist/

DATE SIGNED: 06/01/2021

Total Attachments: 6

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Confirmatory Grant of Security Interest in Trademarks

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is made effective as of April 30, 2021, by and from the grantor party hereto (the "Grantor"), to and in favor of ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association, as administrative agent (in such capacity, the "Administrative Agent") for the benefit of the Secured Parties (as defined in the Credit Agreement defined below).

WHEREAS, the Grantor has granted security interests to the Administrative Agent for the benefit of the Secured Parties under the Amended and Restated Loan and Security Agreement dated as of April 30, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which trademarks are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Administrative Agent for the benefit of the Secured Parties under the Credit Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Credit Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Administrative Agent shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor (at Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, except for any application to register any trademark or service mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark or service mark;

(c) Unless and until an Event of Default shall occur and be continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

AVON PLASTICS, INC.

By: 

Name: Nicholas J. Demuth.


Title: President


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

TRADEMARK
REEL: 007312 FRAME: 0005

Exhibit A - SCHEDULE OF TRADEMARKS

United States Trademarks:

| Trademark | Status | App. No. | App. Date | Reg. No. | Reg. Date |
|---|---|----------|-------------|----------|-------------|
| MASTER MARK  | REGISTERED Use Application - Amended Intent to Use - Amended Color Drawing Filed Color Drawing Currently | 87551665 | 01-AUG-2017 | 5467479 | 15-MAY-2018 |
| QUIX INTERLOCKING TILE | REGISTERED Intent to Use - Filed Intent to Use - Amended | 87389333 | 28-MAR-2017 | 5703924 | 19-MAR-2019 |
| ARMADILLO TILE | REGISTERED Intent to Use - Filed Intent to Use - Amended | 86088902 | 10-OCT-2013 | 4809182 | 08-SEP-2015 |

| | | | | | |
|---|--|----------|-------------|---------|-----------------|
| MASTER GARDENERS | REGISTERED Use Application - Amended Intent to Use - Amended | 85797603 | 07-DEC-2012 | 4464908 | 14-JAN-2014 |
| ARMADILLO | REGISTERED Use Application - Amended Intent to Use - Amended | 85466280 | 07-NOV-2011 | 4256341 | 11-DEC-2012 |
| MASTER GARDENER | RENEWED (REGISTERED) Use Application - Amended Intent to Use - Amended | 78405567 | 21-APR-2004 | 3019992 | 29-NOV- 2005 |
| THE CONTRACTOR | RENEWED (REGISTERED) Section 2(F) Use Application - Amended Intent to Use - Amended | 76552449 | 29-SEP-2003 | 2874149 | 17-AUG- 2004 |
|  | | | | | |
| RHINO DECK | RENEWED (REGISTERED) Intent to Use - Filed Intent to Use - Amended | 75530403 | 04-AUG-1998 | 2375954 | 08-AUG- 2000 |

| | | | | | |
|--------------|--|----------|-----------------|---------|-----------------|
| ZIP EDGE | RENEWED (REGISTERED) Intent to Use - Filed Intent to Use - Amended | 75261123 | 20-MAR- 1997 | 2221991 | 02-FEB-1999 |
| EDGEMASTER | RENEWED (REGISTERED) Use Application - Amended Intent to Use - Amended | 74396276 | 01-JUN-1993 | 1822796 | 22-FEB-1994 |
| MASTER MARK | RENEWED (REGISTERED) Use Application - Amended Intent to Use - Amended | 73612930 | 04-AUG-1986 | 1508159 | 11-OCT-1988 |
| GRID AXCENTS | REGISTERED Intent to Use - Filed Intent to Use - Amended | 88470075 | 12-JUN-2019 | 6020487 | 24-MAR- 2020 |

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RECORDED: 06/01/2021