

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM727806

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CREATIVE PLASTIC CONCEPTS, LLC		05/13/2022	Limited Liability Company: OHIO
CENTREX, LLC		05/13/2022	Limited Liability Company: OHIO
AMERICAN PLASTICS LLC		05/13/2022	Limited Liability Company: DELAWARE
CCP NEWCO LLC		05/13/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	OAKTREE FUND ADMINISTRATION, LLC		
Street Address:	333 SOUTH GRAND AVENUE, 28TH FLOOR		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 103			
Property Type	Number	Word Mark	
Serial Number:	86344051		
Serial Number:	86516565	CREATIVE PLASTIC CONCEPTS	
Serial Number:	77832762	CX	
Serial Number:	77827696	CENTREX	
Serial Number:	77832778	CX	
Serial Number:	77832790	CX	
Serial Number:	77827646	CX	
Serial Number:	77827666	CX	
Serial Number:	77827681	CX	
Serial Number:	77827724	CENTREX	
Serial Number:	77827736	CENTREX	
Serial Number:	85017314	EZ UP	
Serial Number:	85018144	TOUGH BOX	
Serial Number:	85018161	TOUGH BOX	
		TRADEMARK	

Property Type	Number	Word Mark
Serial Number:	85283874	COMMANDER
Serial Number:	85283916	COMMANDER
Serial Number:	85866045	CONDOR
Serial Number:	86617800	EXTREMELY DURABLE
Serial Number:	86884101	SIGHTLINE
Serial Number:	87344470	BLACK & YELLOW
Serial Number:	87501771	LATCH AND STACK
Serial Number:	87627850	
Serial Number:	87833247	BEAST BOX
Serial Number:	87957230	COMMANDER
Serial Number:	88393861	
Serial Number:	88570319	AMERICA'S TOTE
Serial Number:	88570337	AMERICA'S SHELF
Serial Number:	88577109	FARM PRO
Serial Number:	88920464	BLACK & YELLOW
Serial Number:	88921980	BLACK & YELLOW
Serial Number:	88921989	BLACK & YELLOW
Serial Number:	88922014	BLACK & YELLOW
Serial Number:	88922045	
Serial Number:	88922064	
Serial Number:	88922079	
Serial Number:	88922093	
Serial Number:	88940980	CX
Serial Number:	88940989	CX
Serial Number:	88941560	TOUGH BOX
Serial Number:	88951702	TOUGH SHELF
Serial Number:	88951707	TOUGH SHELF
Serial Number:	90012752	CX
Serial Number:	90012761	CX
Serial Number:	90148267	4R
Serial Number:	90148281	RETHINK, REDUCE, REUSE, RECYCLE
Serial Number:	90551296	TOUGH CART
Serial Number:	90551304	TOUGH CAN
Serial Number:	90551338	TOUGH BUCKET
Serial Number:	90407400	
Serial Number:	88983393	BLACK & YELLOW
Serial Number:	90691522	BLACK & YELLOW
Serial Number:	90691554	BLACK & YELLOW

Property Type	Number	Word Mark
Serial Number:	97026765	
Serial Number:	97008029	4R 4R STORAGE RETHINK, REDUCE, REUSE, RE
Serial Number:	90691572	BLACK & YELLOW
Serial Number:	97026741	
Serial Number:	90884966	SPIN N STACK
Serial Number:	97011007	4R
Serial Number:	76269104	DERMA-TEK
Serial Number:	78843403	WAX-O-MATIC
Serial Number:	78868044	KING KAN
Serial Number:	85309726	MUSCLE MOP
Serial Number:	76566574	CONTINENTAL COMMERCIAL PRODUCTS
Serial Number:	87689337	AMERICAN PLASTICS
Serial Number:	87689345	AP AMERICAN PLASTICS
Serial Number:	85531079	REDEFINING STORAGE
Serial Number:	88575394	HUSKEEECONOMY
Serial Number:	88756653	TUFFBIN
Serial Number:	88575383	HUSKEEPRO
Serial Number:	88530448	HUSKEE
Serial Number:	88575390	HUSKEECLASSIC
Serial Number:	88911843	SPLASH GUARD
Serial Number:	90109415	SINGLE-SAN
Serial Number:	90222018	MUSCLE CLOTH
Serial Number:	90222025	HUSKEE
Serial Number:	86187354	TUFF CAN
Serial Number:	85140203	ACTIONPRO
Serial Number:	74358940	BRUSHWORX
Serial Number:	75035859	WORK BIN
Serial Number:	78868026	KLEEN AIRE
Serial Number:	78806816	ERGO WORX
Serial Number:	86015961	COLORGUARD
Serial Number:	73429614	CONTICO
Serial Number:	77256231	KING COTTON
Serial Number:	86094909	WALL HUGGER
Serial Number:	85661701	ERGOFLO
Serial Number:	74362955	CLEAN SWEEP
Serial Number:	73431818	STRUCTOLENE
Serial Number:	73429613	CONTINENTAL
Serial Number:	75058616	TIE-FREE

Property Type	Number	Word Mark
Serial Number:	75063163	JEAN CLEAN
Serial Number:	74580508	EARTH MOP
Serial Number:	78546282	WILEN
Serial Number:	78518530	COLOSSUS
Serial Number:	78868052	UNIBODY
Serial Number:	78868054	TILT-N-WHEEL
Serial Number:	78868030	HUSKEE
Serial Number:	78868040	SUPERKAN
Serial Number:	85309731	MUSCLEPRO
Serial Number:	86374450	MICROSPIN
Serial Number:	85531047	FUNDAMENTALS
Serial Number:	88575400	HUSKEEPROSTAT
Serial Number:	88575406	HUSKEEVALUE

CORRESPONDENCE DATA

Fax Number: 3128622200

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.

Phone: 3128622000

Email: luis.moreau@kirkland.com

Correspondent Name: Kirkland & Ellis LLP / Luis Moreau

Address Line 1: 300 N LaSalle Dr

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	38725-891
NAME OF SUBMITTER:	Luis Moreau
SIGNATURE:	/Luis Moreau/
DATE SIGNED:	05/13/2022

Total Attachments: 18
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 13th day of May, 2022, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, and together with any additional entity that becomes party to the Loan Agreement (as defined below) in accordance with the terms thereof, “Grantors” and each individually “Grantor”), and OAKTREE FUND ADMINISTRATION, LLC (“Oaktree”), in its capacity as administrative agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH

WHEREAS, pursuant to that certain Term Loan Agreement, dated as of May 13, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”), by and among US MERCHANTS HOLDINGS, LLC, a Delaware limited liability company (“Borrower”), JANSAN ACQUISITION, LLC, a Delaware limited liability company (the “Target”), AMERICAN PLASTICS LLC, a Delaware limited liability company (“AP”), CCP NEWCO LLC, a Delaware limited liability company (“CCP NewCo”), FWP NEWCO LLC, a Delaware limited liability company (“FWP NewCo”), CREATIVE PLASTIC CONCEPTS, LLC, an Ohio limited liability company (“CPC”), SHELVES WEST, LLC, an Ohio limited liability company (“Shelves”), and CENTREX, LLC, an Ohio limited liability company (“Centrex” and, together with the Target, AP, CCP NewCo, FWP NewCo, CPC, and Shelves, the “Target Group” or the “Subsidiary Guarantors”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower and its subsidiaries from time to time pursuant to the terms and conditions thereof; and WHEREAS, Agent has agreed to act as agent for the benefit of the Lender Group (as defined in the Loan Agreement) in connection with the transactions contemplated by the Loan Agreement and this Agreement;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Loan Agreement, the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Guaranty and Security Agreement, dated as of May 13, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security

Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, and JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

CREATIVE PLASTIC CONCEPTS, LLC, an Ohio limited liability company

CENTREX, LLC, an Ohio limited liability company

AMERICAN PLASTICS LLC, a Delaware limited liability company

CCP NEWCO LLC, a Delaware limited liability company

By: 
Name: Jeffrie Alan Green
Title: President

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

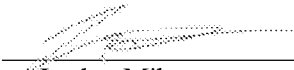
OAKTREE FUND ADMINISTRATION, LLC


By: _____
Name:
Its Authorized Signatory

ACCEPTED AND ACKNOWLEDGED BY:

OAKTREE FUND ADMINISTRATION, LLC,
as Agent

By: Oaktree Capital Management, L.P.
Its: Managing Member

By: 
Name: Jordan Mikes
Title: Managing Director

By: 
Name: Sherman Lau
Title: Senior Vice President