

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441675

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rohrer CP LLC		08/31/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, for Itself and as Administrative Agent		
Street Address:	800 Nicollet Mall		
Internal Address:	Mail Stop BC-MN-H03Q		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5011584	AQUASEAL	
Registration Number:	5016403	AQUASEAL PRO	
Registration Number:	5025600	PRESSEAL	
Registration Number:	4983238	PAKSEAL	
Registration Number:	4738031	CARDBAK	
Registration Number:	4482175	PRESS SEAL	
Registration Number:	4489280	PRESSPAK	
Registration Number:	4380596	SPEED TO MARKET PACKAGING SOLUTIONS	
Registration Number:	4380597	QUICK TO MARKET PACKAGING SOLUTIONS	
Registration Number:	3630152	CARDBAK	
Registration Number:	3634206	CARDBAK	
Registration Number:	4183544	SHELFPAK	
Registration Number:	3432086	SUSTAINPAK	
Registration Number:	3432085	CLUBPAK	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 612-343-2178
Email: ip.docket@dorsey.com
Correspondent Name: Elizabeth Buckingham, Dorsey & Whitney
Address Line 1: 50 South Sixth Street
Address Line 2: Suite 1500
Address Line 4: Minneapolis, MINNESOTA 55402-1498

NAME OF SUBMITTER:	Elizabeth C. Buckingham
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SIGNATURE:	/Elizabeth C. Buckingham/
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DATE SIGNED:	09/01/2017
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Total Attachments: 6

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CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Confirmatory Grant”) is made effective as of August 31, 2017, by and from ROHRER CP LLC (the “Grantor”), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the “Secured Party”) for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, Rohrer Corporation, a corporation organized under the laws of the State of Ohio (the “Borrower”), the Lenders, and the Secured Party are parties to that certain Fourth Amended and Restated Credit Agreement dated as of August 31, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) pursuant to which the Lenders agree, among other things, to extend to the Borrower certain credit accommodations.

WHEREAS, the Grantor has granted security interests to the Secured Party under the Second Amended and Restated Security Agreement dated as of July 18, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Exhibit A attached hereto, which 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 Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security 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 (i) all the Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the 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 Secured Party a security interest in (1) all of the Trademarks set forth in Exhibit A attached hereto now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same;

(c) This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

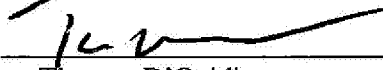
(d) This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.;

(c) Unless and until an Event of Default occurs and is 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 in Trademarks effective as of the date first written above.

ROHRER CP LLC

By: 
Name: Thomas D'Ovidio
Title: Vice President

Confirmatory Grant of Security Interest in Trademarks


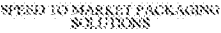
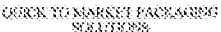


TRADEMARK
REEL: 006145 FRAME: 0558

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

United States Trademarks:

Mark	Status	Owner
<p>AQUASEAL Cross References: AQUA SEAL</p> <p>AquaSeal</p>	<p>App 04-NOV-2015 App 86809041 Reg 02-AUG-2016 Reg 5011584 Registered USPTO Status: Registered USPTO Status Date: 02-AUG-2016</p>	<p>ROHRER CP LLC OHIO CORPORATION 717 SEVILLE ROAD WADSWORTH, OHIO, 44282</p>
<p>AQUASEAL PRO Cross References: AQUA SEAL PRO</p> <p>AquaSeal Pro</p> <p>Disclaims: "PRO"</p>	<p>App 04-NOV-2015 App 86809056 Reg 09-AUG-2016 Reg 5016403 Registered USPTO Status: Registered USPTO Status Date: 09-AUG-2016</p>	<p>ROHRER CP LLC OHIO CORPORATION 717 SEVILLE ROAD WADSWORTH, OHIO, 44282</p>
<p>PRESSSEAL Cross References: PRESS SEAL</p> <p>PressSeal</p>	<p>App 04-NOV-2015 App 86809069 Reg 23-AUG-2016 Reg 5025600 Registered USPTO Status: Registered USPTO Status Date: 23-AUG-2016</p>	<p>ROHRER CP LLC OHIO CORPORATION 717 SEVILLE ROAD WADSWORTH, OHIO, 44282</p>
<p>PAKSEAL Cross References: PACK SEAL</p> <p>PakSeal</p>	<p>App 04-NOV-2015 App 86809017 Reg 21-JUN-2016 Reg 4983238 Registered USPTO Status: Registered USPTO Status Date: 21-JUN-2016</p>	<p>ROHRER CP LLC OHIO CORPORATION 717 SEVILLE ROAD WADSWORTH, OHIO, 44282</p>
<p>CARDPAK Cross References: CARD PACK</p> <p>CardPak</p> <p>Claims: THE COLOR(S) BLACK AND GREEN IS/ARE CLAIMED AS A FEATURE OF THE MARK. Design Phrase: THE MARK CONSISTS OF THE WORD "CARDPAK" IN STYLIZED FONT WITH THE WORD "CARD" IN BLACK AND THE TERM "PAK" IN GREEN.</p>	<p>App 30-JUL-2014 App 86352080 Reg 19-MAY-2015 Reg 4738031 Registered Section 2(F) USPTO Status: Registered USPTO Status Date: 19-MAY-2015</p>	<p>ROHRER CP LLC OHIO CORPORATION 717 SEVILLE ROAD WADSWORTH, OHIO, 44282</p>
<p>PRESS SEAL PRESS SEAL</p>	<p>App 08-OCT-2012 App 85748337 Reg 11-FEB-2014</p>	<p>ROHRER CP LLC OHIO CORPORATION 717 SEVILLE ROAD</p>

Mark	Status	Owner
	Reg 4482175 Registered USPTO Status: Registered USPTO Status Date: 11-FEB-2014	WADSWORTH, OHIO, 44282
PRESSPAK Cross References: PRESS PACK 	App 08-OCT-2012 App 85748330 Reg 25-FEB-2014 Reg 4489280 Registered USPTO Status: Registered USPTO Status Date: 25-FEB-2014	ROHRER CP LLC OHIO CORPORATION 717 SEVILLE ROAD WADSWORTH, OHIO, 44282
SPEED TO MARKET PACKAGING SOLUTIONS  Disclaims: "PACKAGING SOLUTIONS"	App 19-MAY-2011 App 85324951 Reg 06-AUG-2013 Reg 4380596 Registered USPTO Status: Registered USPTO Status Date: 06-AUG-2013	ROHRER CP LLC OHIO CORPORATION 717 SEVILLE ROAD WADSWORTH, OHIO, 44282
QUICK TO MARKET PACKAGING SOLUTIONS  Disclaims: "PACKAGING SOLUTIONS"	App 19-MAY-2011 App 85324956 Reg 06-AUG-2013 Reg 4380597 Registered USPTO Status: Registered USPTO Status Date: 06-AUG-2013	ROHRER CP LLC OHIO CORPORATION 717 SEVILLE ROAD WADSWORTH, OHIO, 44282
CARDBAK Cross References: CARD PACK 	App 29-JUL-2008 App 77533547 Reg 02-JUN-2009 Reg 3630152 Registered Section 2(F) USPTO Status: Section 8 & 15 - accepted and acknowledged USPTO Status Date: 21-MAR-2015	ROHRER CP LLC OHIO CORPORATION 717 SEVILLE ROAD WADSWORTH, OHIO, 44282
CARDBAK Cross References: CARDBACK, CARD PACK  Claims: THE COLOR(S) BLACK, GREEN, AND GRAY IS/ARE CLAIMED AS A FEATURE OF THE MARK. AS TO "CARDBAK" Design Phrase: THE MARK CONSISTS OF THE WORD "CARD" IN BLACK, THE TERM "PAK" IN GREEN, WITH A RECTANGLE SHAPE OUTLINED IN GRAY REPRESENTING AN ENVELOPE AND FIVE DIAGONAL GRAY	App 29-JUL-2008 App 77533699 Reg 09-JUN-2009 Reg 3634206 Registered Partial Section 2(F) USPTO Status: Section 8 & 15 - accepted and acknowledged USPTO Status Date: 21-MAR-2015	ROHRER CP LLC OHIO CORPORATION 717 SEVILLE ROAD WADSWORTH, OHIO, 44282

Mark	Status	Owner
LINES UNDERNEATH.		
SHELFPAK Cross References: SHELP PACK SHELFPAK	App 01-JUL-2008 App 77512179 Reg 31-JUL-2012 Reg 4183544 Registered USPTO Status: Registered USPTO Status Date: 31-JUL-2012	ROHRER CP LLC OHIO CORPORATION 717 SEVILLE ROAD WADSWORTH, OHIO, 44282
SUSTAINPAK Cross References: SUSTAIN PACK SustainPak	App 19-DEC-2006 App 77067006 Reg 20-MAY-2008 Reg 3432086 Registered USPTO Status: Section 8 & 15 - accepted and acknowledged USPTO Status Date: 04-JUN-2014	ROHRER CP LLC OHIO CORPORATION 717 SEVILLE ROAD WADSWORTH, OHIO, 44282
CLUBPAK Cross References: CLUB PACK ClubPak	App 19-DEC-2006 App 77067000 Reg 20-MAY-2008 Reg 3432085 Registered USPTO Status: Section 8 & 15 - accepted and acknowledged USPTO Status Date: 29-MAY-2014	ROHRER CP LLC OHIO CORPORATION 717 SEVILLE ROAD WADSWORTH, OHIO, 44282