

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456598

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HCT PACKAGING INC.		12/29/2017	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	CIT Bank, N.A., as Administrative Agent		
Street Address:	2450 Broadway Ave., Suite 400		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87331923	TUTTIPOMPO	
Registration Number:	4772028	HCT GROUP	
Registration Number:	4772027	HCT	
Registration Number:	4876153	COOLING TIP TECHNOLOGY	
Registration Number:	4665001	COOLING TIP TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	DUSAN CLARK, ESQ.		
Address Line 1:	SIDLEY AUSTIN LLP		
Address Line 2:	2021 MCKINNEY AVE., SUITE 2000		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	19865-30720		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	01/02/2018		

CH \$140.00 87331923

Total Attachments: 6

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Notice of Grant of Security Interest in Trademarks*”) dated December 29, 2017, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of CIT BANK, N.A. (“*CIT*”) as administrative agent (together with its successors in such capacity, the “*Administrative Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of December 29, 2017 (as amended, amended and restated, joined, supplemented or otherwise modified, replaced or refinanced from time to time, the “*Credit Agreement*”) by and among HCT Packaging Inc., a New Jersey corporation, HCT Asia Limited, a private limited company incorporated under the laws of Hong Kong, HCT Europe Limited, a private limited company incorporated under the laws of England and Wales, and such other Persons joined thereto as a Borrower thereunder from time to time, the Guarantors from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent, the Lenders have agreed to make Loans and provide other financial accommodations upon the terms and subject to the conditions set forth therein.

WHEREAS, as a condition precedent to the making of Loans, the issuance of Letters of Credit, and the entry into Secured Hedge Agreements by the Secured Parties under the Credit Agreement from time to time, each Grantor has executed and delivered that certain Security and Pledge Agreement dated December 29, 2017 made by the Grantors in favor of the Administrative Agent for the benefit of the Secured Parties (as amended, amended and restated, joined, supplemented or otherwise modified from time to time, the “*Security Agreement*”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement or the Credit Agreement, as applicable.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Notice of Grant of Security Interest in Trademarks for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in and to all of the following, whether now owned or existing or owned, acquired, or arising hereafter (collectively, the “*Trademark Collateral*”):

(i) all of such Grantor's Trademarks including those referred to on Schedule A hereto and all Trademark Licenses to which it is a party relating to such Trademarks;

(ii) all renewals or extensions of the foregoing;

(iii) all Accessions, products and Proceeds of the foregoing;

(iv) the goodwill associated with such Trademarks; and

(v) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

Notwithstanding anything to the contrary contained herein, the security interests granted hereunder shall not extend to Excluded Property.

SECTION 2. Security for Obligations. The grant of a security interest in the Trademark Collateral by each Grantor under this Notice of Grant of Security Interest in Trademarks secures the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor (including any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations). Without limiting the generality of the foregoing, this Notice of Grant of Security Interest in Trademarks secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantors to any Secured Party under the Loan Documents and any Secured Hedge Agreement but for the fact that any such Obligation is unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Notice of Grant of Security Interest in the United States Patent and Trademark Office, or other applicable government office or registrar.

SECTION 4. Execution in Counterparts. This Notice of Grant of Security Interest in Trademarks may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Notice of Grant of Security Interest in Trademarks has been entered into in conjunction with the Security Agreement and the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral are more fully set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Notice of Grant of Security Interest in Trademarks are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement, as applicable, shall govern.

SECTION 6. Governing Law. THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CALL FOR THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

SECTION 7. Termination. Upon the occurrence of the Termination Date, this Trademark Security Agreement shall automatically terminate, the Trademark Collateral shall be released from lien and security interest pledged and granted herein, and the Administrative Agent shall execute all further documents and take all further necessary actions reasonably requested by the Grantors (at the cost and expense of the Grantors) to release such Trademark Collateral from the lien and security interest pledged and granted herein, including, without limitation, executing a release of security interest suitable for recordation in the United States Patent and Trademark Office, or other applicable government office or registrar.

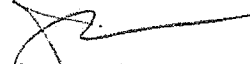
[Signature page follows]

HCT PACKAGING INC.

By: _____

Name: _____

Title: _____


Jim Illson
CFO

Address for Notices:

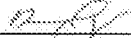
2800 28th Street,
Suite 240,
Santa Monica, CA 90405

*Signature Page to
Notice of Grant of Security Interest in Trademarks*

TRADEMARK
REEL: 006241 FRAME: 0060

Accepted and Agreed as of this 29th day of December, 2017

CIT BANK, N.A.,
as Administrative Agent

By 

Name: Daniel Rogerson
Title: Managing Director

By 

Name: Hillary Savoie
Title: Managing Director

*Signature Page to
Notice of Grant of Security Interest in Trademarks*

TRADEMARK
REEL: 006241 FRAME: 0061

**Schedule A to the
Notice of Grant of Security Interest in Trademarks**

Trademarks

Trademark Name	Owner	Trademark Status	App No.	Filing Date	Reg. No.	Reg. Date
Tuttipompo	HCT Packaging, Inc.	Pending	87/331,923	02/10/2017		
HCT GROUP	HCT Packaging, Inc.	Registered	86/432,040	10/23/2014	4772028	07/14/2015
HCT	HCT Packaging, Inc.	Registered	86/432,038	10/23/2014	4772027	07/14/2015
COOLING TIP TECHNOLOGY	HCT Packaging, Inc.	Registered	86/432,034	10/23/2014	4876153	12/22/2015
COOLING TIP TECHNOLOGY	HCT Packaging, Inc.	Registered	86/170,233	01/20/2014	4665001	12/30/2014