

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469391

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Midwest Can Company, LLC		04/11/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Churchill Agency Services LLC, as Collateral Agent		
Street Address:	430 Park Avenue, 14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87305266	QUICK-FLOW SPOUT	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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:	9192868000		
Email:	PTO_TMconfirmation@mvalaw.com, amberwest@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 Carrington Mill Blvd., Suite 400		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	037632.158		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	04/11/2018		
Total Attachments: 4			
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OP \$40.00 87305266

TRADEMARK SECURITY AGREEMENT dated as of April 11, 2018 (this "Agreement"), among Midwest Can Company, LLC (the "Grantor") and Churchill Agency Services LLC, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) to the Credit Agreement dated as of April 11, 2018, (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Midwest Can Company, LLC, a Delaware limited liability company ("MWC"), Container Specialties, Inc., an Illinois corporation ("CSI" and together with MWC, each a "Borrower" and collectively, the "Borrowers"), GenNx/MWC Holdings LLC, a Delaware limited liability company ("Holdings"); GenNx/MWC Acquisition Inc., a Delaware corporation ("Intermediate Holdings"), the financial institutions from time to time party thereto (each a "Lender" and, collectively, "Lenders"); Churchill Agency Services LLC ("Churchill"), in its capacity as administrative agent and collateral agent for the Lenders and the other Secured Parties (the "Administrative Agent") and (b) the Collateral Agreement dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrowers, Holdings, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in, and continuing Lien on, all of such Grantor's right, title and interest in, to and under the United States trademarks and trademark applications listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application and shall not be deemed to grant a security interest in any Excluded Assets.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

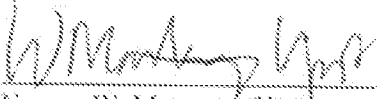
SECTION 4. Termination. Upon Payment in Full, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MIDWEST CAN COMPANY, LLC, as Grantor

By: 
Name: W. Montague Yort
Title: President

CHURCHILL AGENCY SERVICES LLC, as
Collateral Agent

By: Churchill Asset Management LLC, its member

By: _____
Name: Chris Cox
Title: Senior Managing Director

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MIDWEST CAN COMPANY, LLC, as Grantor

By: _____
Name:
Title:

CHURCHILL AGENCY SERVICES LLC, as
Collateral Agent

By: Churchill Asset Management LLC, its member

By: _____
Name: Chris Cox
Title: Senior Managing Director

TRADEMARK COLLATERAL

Midwest Can Company, LLC
(Delaware Limited Liability Company)

U.S. Trademark

Trademark Application

Mark	Appl. No.	Filing Date
QUICK-FLOW SPOUT	87305266	01/18/17