

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488261

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BARCLAYS BANK PLC, AS ADMINISTRATIVE AGENT		08/27/2018	Public Limited Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	CSP Technologies North America, LLC		
Also Known As:	f/k/a CV Holdings, L.L.C.		
Street Address:	960 West Veterans Parkway		
City:	Auburn		
State/Country:	ALABAMA		
Postal Code:	36832		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Total Innovative Packaging, Inc.		
Street Address:	960 West Veterans Parkway		
City:	Auburn		
State/Country:	ALABAMA		
Postal Code:	36832		
Entity Type:	Corporation: DELAWARE		
Name:	Capitol Plastic Products, L.L.C.		
Street Address:	960 West Veterans Parkway		
City:	Auburn		
State/Country:	ALABAMA		
Postal Code:	36832		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	CSP Technologies, Inc.		
Street Address:	960 West Veterans Parkway		
City:	Auburn		
State/Country:	ALABAMA		
Postal Code:	36832		
Entity Type:	Corporation: DELAWARE		
Name:	CV Partners		
Street Address:	960 West Veterans Parkway		

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City:	Auburn
State/Country:	ALABAMA
Postal Code:	36832
Entity Type:	Partnership: ALABAMA
Composed Of:	<ul style="list-style-type: none"> • CSP Technologies, Inc., DELAWARE, Corporation • CSP Technologies North America, LLC, DELAWARE, Limited Liability Company • Capitol Plastic Products, L.L.C., DELAWARE, Limited Liability Company • Capitol Cups, Inc., DELAWARE, Corporation
Name:	Capitol Cups, Inc.
Street Address:	960 West Veterans Parkway
City:	Auburn
State/Country:	ALABAMA
Postal Code:	36832
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2526427	ACTIV-DRI
Registration Number:	2458970	ACTIV-STRIP
Registration Number:	2548705	ACTIV-VIAL
Registration Number:	2465525	CSP TECHNOLOGIES
Registration Number:	2461542	CSP TECHNOLOGIES ENGINEERED POLYMERIC SO
Registration Number:	2495884	CSP TECHNOLOGIES ENGINEERED POLYMERIC SO
Registration Number:	3809086	CSP TECHNOLOGIES ENGINEERED PACKAGING SO
Registration Number:	2517075	CSP
Registration Number:	3911479	SIP /N TOSS
Registration Number:	3465463	ACTIV-POLYMER
Registration Number:	3746619	EASY TUMBLER
Registration Number:	4326186	USA KIDS

CORRESPONDENCE DATA

Fax Number: 2149813400
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: 2149813300
Email: lggrau@sidley.com
Correspondent Name: Lauren G. Grau
Address Line 1: 2021 McKinney Ave, Suite 2000
Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER: Lauren G. Grau

SIGNATURE:	/s/ Lauren G. Grau
DATE SIGNED:	08/31/2018
Total Attachments: 5 source=CSP Termination and Release of 01.29.15 IP Security Agreement (TM)#page1.tif source=CSP Termination and Release of 01.29.15 IP Security Agreement (TM)#page2.tif source=CSP Termination and Release of 01.29.15 IP Security Agreement (TM)#page3.tif source=CSP Termination and Release of 01.29.15 IP Security Agreement (TM)#page4.tif source=CSP Termination and Release of 01.29.15 IP Security Agreement (TM)#page5.tif	

**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Release”) is made as of August 27, 2018, by **Barclays Bank PLC**, in its capacity as administrative agent (in such capacity, the “Administrative Agent”), in favor of **CSP Technologies North America, LLC (f/k/a CV Holdings, L.L.C.), Total Innovative Packaging, Inc., Capitol Cups, Inc., Capitol Plastic Products, L.L.C., CV Partners, and CSP Technologies, Inc.** (each a “Grantor” and collectively, “Grantors”) pursuant to that certain Intellectual Property Security Agreement, dated as of January 29, 2015, (the “Intellectual Property Security Agreement”) by and among the Grantors and certain lenders, and Barclays Bank PLC, as Administrative Agent.

WHEREAS, the Grantors, among others, certain lenders and Barclays Bank PLC, as Administrative Agent and swingline lender, are parties to a Credit Agreement, dated as of January 29, 2015 (as amended, supplemented, restated or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to (i) a Security Agreement, dated as of January 29, 2015 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”), entered into between, among others, the Grantors and the Administrative Agent and (ii) certain other Security Agreement Documents (including the Intellectual Property Security Agreement), the Grantors have secured the Secured Obligations (as defined in the Security Agreement) by granting to the Administrative Agent as security trustee for the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Grantors, including all right, title and interest of the Grantors in, to and under the Intellectual Property Collateral;

WHEREAS, capitalized terms not otherwise defined in this Release shall have the meanings set forth in the Intellectual Property Security Agreement;

WHEREAS, pursuant to the Intellectual Property Security Agreement, each Grantor granted to the Administrative Agent for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in all of Grantors’ right, title and interest in, to and under all of the Intellectual Property Collateral, whether then owned or existing or thereafter acquired or arising, including (a) each U.S. Trademark which is registered or the subject of an application for registration with the United States Patent and Trademark Office, owned by each Grantor, including, without limitation, each U.S. Trademark registration and application listed on Schedule A attached hereto and all of the goodwill of the business connected with the use of, or symbolized by, such U.S. Trademark; (b) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by any Grantor against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of any U.S. Trademark owned by each Grantor (including, without limitation, any U.S. Trademark identified in Schedule A hereto) or for the goodwill associated with any of the foregoing; and (c) all causes of action arising prior to or after the date hereof for infringement of any of the U.S. Trademarks or unfair competition regarding the same;

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office at Reel 05493, Frame 0379 on April 7, 2015; and

WHEREAS, the Administrative Agent acknowledges full performance of the Secured Obligations and accordingly has agreed to release the grant of its lien on and security interest in and to all of the right, title, and interest in the Intellectual Property Collateral, and to reconvey any and all rights in the Intellectual Property Collateral to the Grantors.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby (a) terminates, releases, relinquishes and discharges, with respect to the Grantors, any and all of its lien on and security interest in and to all of the Grantors' right, title, and interest in, to and under the Collateral, and (b) assigns, transfers and conveys to the Grantors any and all right, title or interest it may have in such Intellectual Property Collateral, including all of the goodwill of the business connected with the sue of, or symbolized by, such Intellectual Property Collateral.

The Administrative Agent hereby authorizes the Grantors, or the Grantors' authorized representatives to: (a) record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or Agency and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the Administrative Agent's lien on and security interest in the Intellectual Property Collateral. The Administrative Agent agrees to execute and deliver to the Grantors all other instruments and other documents as may be necessary or proper to release the lien on and security interest in the Intellectual Property Collateral that had been granted under the Intellectual Property Security Agreement.


THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATION WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

The Administrative Agent agrees, at the Grantors' expense, to take all further actions, and provide to the Grantors and their successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantors and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

[Signature page follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed by its duly authorized representatives as of the day and year first above written.

BARCLAYS BANK PLC,
as Administrative Agent

By:  _____
Authorized Signatory

Signature Page to Release of Security Interest in Trademark Collateral

TRADEMARK
REEL: 006427 FRAME: 0500

SCHEDULE A

Trademark	Country	Serial No.	Registration Stage	Registration No.	Owner
ACTIV-DRI	US	75566494	Registered	2526427	CSP Technologies, Inc.
ACTIV-STRIP	US	75566497	Registered	2458970	CSP Technologies, Inc.
ACTIV-VIAL	US	75566499	Registered	2548705	CSP Technologies, Inc.
CSP TECHNOLOGIES	US	76033420	Registered	2465525	CSP Technologies, Inc.
CSP TECHNOLOGIES ENGINEERED POLYMERIC SOLUTIONS (Logo)	US	76033421	Registered	2461542	CSP Technologies, Inc.
CSP TECHNOLOGIES ENGINEERED POLYMERIC SOLUTIONS (Word)	US	76033422	Registered	2495884	CSP Technologies, Inc.
CSP TECHNOLOGIES - ENGINEERED PACKAGING SOLUTIONS	US	77678265	Registered	3809086	CSP Technologies, Inc.
CSP	US	76167900	Registered	2517075	CSP Technologies, Inc.
SIP 'N TOSS	US	77456644	Registered	3911479	CSP Technologies, Inc.

ACTIV-POLYMER	US	77175586	Registered	3465463	CSP Technologies, Inc.
EASY TUMBLER	US	77773333	Registered	3746619	Capitol Cups, Inc.
USA KIDS	US	85770027	Registered	4326186	Capitol Cups, Inc.