OP \$165.00 5332455

ETAS ID: TM487505

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Term Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Industrial Container Services, LLC		08/24/2018	Limited Liability Company: DELAWARE
Questar Solutions, LLC		08/24/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	me: Bank of America, N.A.	
Street Address: 900 W Trade Street, NC1-026-06-03		
City:	Charlotte	
State/Country:	NORTH CAROLINA	
Postal Code:	28255	
Entity Type:	Association: UNITED STATES	

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5332455	ICS INDUSTRIAL CONTAINER SERVICES
Registration Number:	5140135	ICS QUALITY + PLUS
Registration Number:	5153908	SOLUTIONS TO CONTAIN YOUR WORLD
Registration Number:	3436030	QUESTAR LABPACKER
Serial Number:	88026907	QUESTAR
Serial Number:	88026916	QUESTAR

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE:	/Elaine Carrera/	
DATE SIGNED:	08/27/2018	
Total Attachments: 6		
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please	se record the attached documents or the new address(es) below.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)
Industrial Container Services, LLC Questar Solutions, LLC	Additional names, addresses, or citizenship attached? No Name: Bank of America, N.A.
☐ Individual(s) ☐ Association ☐ Partnership ☐ Limited Partnership ☐ Corporation- State: ☐ Other 1. LLC-DE; 2. LLC-DE Citizenship (see guidelines) USA Additional names of conveying parties attached? ☐ Yes ☒ No 3. Nature of conveyance/Execution Date(s): Execution Date(s) August 24, 2018 ☐ Assignment ☐ Merger ☐ Security Agreement ☐ Change of Name ☒ Other Term Security Agreement	Street Address: 900 W Trade Street, NC1-026-06-03 City: Charlotte State: NC Country:USA Zip: 28255 Individual(s) Citizenship Association Citizenship USA Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship Other Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)
4. Application number(s) or registration number(s) and A. Trademark Application No.(s) See Schedule A C. Identification or Description of Trademark(s) (and Filing)	B. Trademark Registration No.(s) See Schedule A Additional sheet(s) attached? Yes No
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Elaine Carrera, Legal Assistant	6. Total number of applications and registrations involved:
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$
Street Address: c/o Cahill Gordon & Reindel LLP 80 Pine Street	Authorized to be charged to deposit account Enclosed
City: New York	8. Payment Information:
State: <u>NY</u> Zip: <u>10005</u>	
Phone Number: (212) 701-3365	
Docket Number:	Deposit Account Number
Email Address:ecarrera@cahill.com	Authorized User Name
9. Signature: Elaine Cane	August 24, 2018
Signature	Date
Elaine Carrera	Total number of pages including cover sheet, attachments, and document: 6
Name of Person Signing	sheet, attachments, and document.

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, each of (i) Industrial Container Services, LLC, a Delaware limited liability company ("ICS"), and (ii) Questar Solutions, LLC, a Delaware limited liability company ("Questar"; together with ICS, the "Grantors" and each a "Grantor"), each with principal offices at 2600 Maitland Center Parkway, Suite 200, Maitland, FL 32751, for the benefit of the Secured Creditors (as such term is defined in the Security Agreement referred to below), a continuing security interest in all of the right, title and interest of such Grantor in, to and under (i) the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof (prior to the Termination Date) for infringement of any of the Marks or unfair competition regarding the same (collectively, the "Mark Collateral").

THIS GRANT is made to secure the prompt and complete payment and performance when due of all the Obligations of the Grantors, as such term is defined in the Security Agreement among the Grantors, the other Grantors from time to time party thereto and the Grantee, dated as of April 3, 2017 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement").

Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantors an instrument in writing releasing the security interest in the Mark Collateral acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of

which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to

conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant is subject to the terms and conditions set forth in the Intercreditor Agreements

(as defined in the Security Agreement) in all respects and, in the event of any conflict between the terms

of the Intercreditor Agreement and this Grant, the terms of Intercreditor Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the $\underline{24th}$ day of August, 2018.

INDUSTRIAL CONTAINER SERVICES, LLC QUESTAR SOLUTIONS, LLC, as Grantors

By: Name: Charles Veniez

Title: President and Chief Executive Officer

[Signature Page BWAY Term Trademark Security Agreement (ICS)]

Bank of America, N.A., as Collateral Agent and Grantee

Name: Title: MC

Iollie S. Canup

Vice President

SCHEDULE A

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
(CONTAINER SERVICES	86/866,406 / 1/5/2016	5,332,455 / 11/14/2017	Industrial Container Services, LLC
ICS QUALITY + PLUS and Design	86/866,409 / 1/5/2016	5,140,135 / 2/14/2017	Industrial Container Services, LLC
SOLUTIONS TO CONTAIN YOUR WORLD	86/866,408 / 1/5/2016	5,153,908 / 3/7/2017	Industrial Container Services, LLC
Questate LabPacker	78/863,413 / 4/18/2006	3,436,030 / 5/27/2008	Questar Solutions, LLC
Quest * r	88/026,907 / 7/5/2018		Questar Solutions, LLC
QUESTAR	88/026,916 / 7/5/2018		Questar Solutions, LLC

RECORDED: 08/27/2018