

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525399

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Consolidated Container Company LP		05/15/2019	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A.		
Street Address:	388 Greenwich Street		
Internal Address:	7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Unknown: NEW YORK Corporation		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88257406	ALTIUM	
Serial Number:	88257253	ALTIUM	
Serial Number:	88257199	ALTIUM PACKAGING	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6787424797		
Email:	megan.anderson@cccllc.com		
Correspondent Name:	Megan Anderson		
Address Line 1:	2500 Windy Ridge Parkway		
Address Line 2:	Suite 1400		
Address Line 4:	Atlanta, GEORGIA 30339		
ATTORNEY DOCKET NUMBER:	Citi Trademark 2019 Q1		
NAME OF SUBMITTER:	Megan Anderson		
SIGNATURE:	/Megan Anderson/		
DATE SIGNED:	05/29/2019		
Total Attachments: 5			

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TRADEMARK

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ABL TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This ABL TRADEMARK SECURITY AGREEMENT SUPPLEMENT is entered into as of May 15, 2019 (this “Trademark Security Agreement Supplement”), among Consolidated Container Company LP (the “Grantor”) and Citibank, N.A. (“Citi”), as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to that certain ABL Lien Pledge and Security Agreement, dated as of May 22, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Collateral Agent. The Revolving Lenders (as defined below) have extended credit to Consolidated Container Company LLC, a Delaware limited liability company (the “Administrative Borrower”) and the Subsidiary Borrowers (as defined below) subject to the terms and conditions set forth in that certain ABL Credit Agreement, dated as of May 22, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “ABL Credit Agreement”), by and among, the Administrative Borrower, the Subsidiary Borrowers from time to time party thereto (the “Subsidiary Borrowers”), Consolidated Container Intermediary LLC, a Delaware limited liability company (“Holdings”), the revolving lenders and issuing banks from time to time party thereto (collectively, the “Revolving Lenders”) and Citi, in its capacities as administrative agent and collateral agent for the Revolving Lenders, an issuing bank and swingline lender. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the ABL Credit Agreement, the Grantor and the Collateral Agent have entered into that certain ABL Trademark Security Agreement, dated as of May 22, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Trademark Security Agreement”). Under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties as security interest in the Additional Trademark Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Trademark Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Trademark Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the the Grantor and regardless of where located (collectively, the “Additional Trademark Collateral”):

- A. the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by such Trademark registrations and registration applications;
- C. the right to sue third parties for past, present and future infringements of such Trademark registrations and registration applications; and
- D. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (D) above, this Trademark Security Agreement Supplement shall not constitute a grant of a security interest in any Excluded Assets, including any “intent-to-use” Trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto.

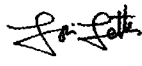
SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional Trademark Collateral are more fully set forth in the Security 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 Trademark Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]


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

CONSOLIDATED CONTAINER COMPANY LP,
as Grantor

By: 

Name: Louis Lettes
Title: Chief Legal & Compliance Officer and
Secretary

CITIBANK, N.A.,
as Collateral Agent

By: 
Name: Brendan Mack
Title: Vice President and Direc...

SCHEDULE I

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
Consolidated Container Company, LP	88/257,406	ALTIUM & Design (for plastics/resins and flexibles)
Consolidated Container Company, LP	88/257,253	ALTIUM (for plastics/resins and flexibles)
Consolidated Container Company, LP	88/257,199	ALTIUM PACKAGING (for flexibles only)