# CH \$40.00 379770

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM530263

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Citizens Bank, N.A., as Administrative Agent	FORMERLY RBS Citizens, N.A.	07/02/2019	National Banking Association: UNITED STATES

# **RECEIVING PARTY DATA**

Name:	Nelipak Corporation	
Street Address:	21 Amflex Drive	
City:	Cranston	
State/Country:	RHODE ISLAND	
Postal Code:	02921	
Entity Type:	Corporation: DELAWARE	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3797703	NELIPAK

# **CORRESPONDENCE DATA**

**Fax Number:** 4045725100

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:** 404-572-3493

Email: kosborne@kslaw.com

Correspondent Name: Karen Osborne, Senior Paralegal
Address Line 1: 1180 Peachtree Street NE, Suite 1600

Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	18588.015069	
NAME OF SUBMITTER:	Karen Osborne	
SIGNATURE:	//Karen Osborne//	
DATE SIGNED:	07/02/2019	

### **Total Attachments: 4**

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TRADEMARK REEL: 006684 FRAME: 0862

### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") dated as of July 2, 2019, is made by CITIZENS BANK, N.A., as administrative agent (in such capacity, the "Administrative Agent"), (as defined in the Loan Agreement referred to below) and the other Secured Parties (as defined in the Loan Agreement referred to below) and the other Secured Parties (as defined in the Loan Agreement referred to below), in favor of each of NELIPAK CORPORATION, a Delaware corporation (the "Grantor").

WHEREAS, the Grantor has entered into that certain Loan Agreement, dated as of December 6, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified to date, the "Loan Agreement"), by and among the Grantor, the other Credit Parties from time to time party thereto, the financial institutions from time to time party thereto as lenders (the "Lenders") and the Administration Agent, as Agent for the Lenders;

WHEREAS, subject to the terms and conditions of the Loan Agreement, the Grantor has entered into that certain Patent and Trademark Security Agreement, dated as of December 6, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by the Grantor and the other grantors party thereto, in favor of the Administrative Agent. Capitalized terms used herein without definition shall have the meaning given to them in the Loan Agreement or the Security Agreement, as applicable;

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Administrative Agent a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in certain intellectual property collateral including the Trademarks (as defined in the Security Agreement), including, without limitation, those Trademarks set forth on <a href="Schedule 1">Schedule 1</a> hereto pursuant to that certain Notice of Grant of Security Interest in Trademarks, dated as of December 6, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time) (the "Trademark Security Agreement"), by the Grantor in favor of the Administrative Agent; (the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office ("<u>USPTO</u>") on December 6, 2013 on Reel: 5168, Frame: 0692;

WHEREAS, the Administrative Agent has agreed to terminate and release its security interest in all of such Trademarks, including, without limitation, the Trademark Collateral, and to provide this document suitable for recording in the USPTO evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Administrative Agent does hereby (a) terminate the liens and security interest created under the Security Agreement in the Trademark Collateral, (b) terminate and release its continuing security interest in and its right to set off against, any and all right, title and interest of Grantor in and to the Trademark Collateral, and (c) discharge and reassign to the Grantor any and all rights, title and interest it has in and the security interest granted to the Administrative Agent in the Trademark Collateral. The Administrative Agent hereby authorizes Grantor or any of its authorized representatives to file this Release with the USPTO or any other applicable governmental office and the Administrative Agent authorizes and requests that the Register of Trademarks and any other applicable government officer or relevant governmental authority record this Release. The Administrative Agent hereby agrees to execute, acknowledge,

TRADEMARK REEL: 006684 FRAME: 0863 procure, and deliver any further documents and to do such other acts as may be reasonably requested by Grantor, at Grantor's expense, to fully effectuate the purposes of this Release. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Administrative Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

CITIZENS BANK, N.A.,

as Administrative Agent

Name:

Danielle Leverone

Title:

Vice President

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# SCHEDULE 1

# TRADEMARKS

Mark	Owner	Registration No.	Registration Date
NELIPAK	Nelipak Corporation	3,797,703	June 1, 2010

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**RECORDED: 07/02/2019**