

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532600

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Anchor Packaging, LLC		07/18/2019	Limited Liability Company: MISSOURI

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Aktiengesellschaft (Ag): SWITZERLAND

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	5722391	ANCHORPAC.COM
Registration Number:	5722392	ANCHORPAC.COM
Registration Number:	5722415	ANCHORPACKAGING.COM
Registration Number:	1602349	BONFAIRE
Registration Number:	2456014	CLEAR GUARD
Registration Number:	5531835	CRISP FOOD TECHNOLOGIES
Registration Number:	4260804	CRYSTAL CLASSICS
Registration Number:	4260803	CRYSTAL CLASSICS
Registration Number:	4018093	CULINARY BASICS
Registration Number:	4146664	CULINARY BASICS
Registration Number:	4182267	CULINARY CLASSICS
Registration Number:	3120259	CULINARY CLASSICS
Registration Number:	4584809	CULINARY SQUARES
Registration Number:	4815914	GOURMET CLASSICS
Registration Number:	3878990	INCREDI-BOWL
Registration Number:	3878992	INCREDI-BOWLS
Registration Number:	3878993	INCREDI-BOWLS
Registration Number:	5722470	MEGA-MEAL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1324632	MICROLITE
Registration Number:	3095703	MICRORAVES
Registration Number:	3308412	MICROROUNDS
Registration Number:	1428418	MILER
Registration Number:	4207052	NATURE'S BEST
Registration Number:	3372592	ONE2FOUR
Registration Number:	5722468	PURITYWRAP
Registration Number:	3498121	RE-USE
Registration Number:	5037800	SAFE PINCH
Serial Number:	88108339	ANCHOR INDUSTRIES
Serial Number:	88108409	ANCHOR PACKAGING
Serial Number:	88108372	ANCHOR PACKAGING
Serial Number:	88354851	ANCHOR WRAP
Serial Number:	88188041	CRYSTAL WRAP
Serial Number:	88308388	CULINARY LITES
Serial Number:	88092076	PURITY WRAP
Serial Number:	88467911	ANCHOR WRAP

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 28302.00032

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 07/18/2019

Total Attachments: 13

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of July 18, 2019, between the signatory hereto (the “Grantor”) in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

RECITALS:

WHEREAS, reference is made to that certain Second Lien Guarantee and Collateral Agreement, dated as of July 18, 2019 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the “Intellectual Property Collateral”):

(a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable

federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property; and

(b) (i) All patents of the United States, all registrations and recordings thereof, and all applications for patents of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those listed on Schedule 2 hereto, and (ii) all provisionals, reissues, continuations, divisions, continuations-in-part, reexaminations, revisions, renewals or extensions thereof, and the inventions or designs disclosed or claimed therein, including the right to make, use, import and/or sell the inventions or designs disclosed or claimed therein.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

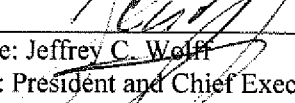
SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

SECTION 6. Subject to the Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent or any Secured Party hereunder are subject to the provisions of the Intercreditor Agreement, dated July [___], 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Credit Suisse AG, Cayman Islands Branch, as First Lien Agent, Credit Suisse AG, Cayman Islands Branch, as Second Lien Agent, each Additional First Lien Representative and Additional Second Lien Representative from time to time party thereto, and acknowledged by the Grantors (as defined therein) and other persons from time to time party thereto. If there is a conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement will control.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

ANCHOR PACKAGING, LLC,
as Grantor

By: 
Name: Jeffrey C. Wolff
Title: President and Chief Executive Officer

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Collateral Agent

By: _____
Name:
Title:

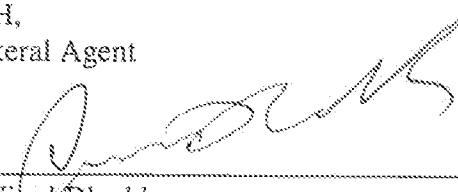
By: _____
Name:
Title:


IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

ANCHOR PACKAGING, LLC,
as Grantor

By: _____
Name:
Title:

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Collateral Agent

By:  _____
Name: Vipul Dhadha
Title: Authorized Signatory

By:  _____
Name: Brady Bingham
Title: Authorized Signatory

SCHEDULE 1
TRADEMARK

U.S. Registered Trademarks

Owner	Trademark	Jurisdiction	Registration No.	Registration Date
Anchor Packaging, LLC	ANCHORPAC.COM	US	5,722,391	4/9/2019
Anchor Packaging, LLC	ANCHORPAC.COM	US	5,722,392	4/9/2019
Anchor Packaging, LLC	ANCHORPACKAGING.COM	US	5,722,415	4/9/2019
Anchor Packaging, LLC	BONFAIRE	US	1,602,349	6/19/1990
Anchor Packaging, LLC	CLEAR GUARD	US	2,456,014	5/29/2001
Anchor Packaging, LLC	CRISP FOOD TECHNOLOGIES	US	5,531,835	7/31/2018
Anchor Packaging, LLC	CRYSTAL CLASSICS (Stylized)	US	4,260,804	12/18/2012
Anchor Packaging, LLC	CRYSTAL CLASSICS	US	4,260,803	12/18/2012
Anchor Packaging, LLC	CULINARY BASICS	US	4,018,093	8/30/2011
Anchor Packaging, LLC	CULINARY BASICS (and Design)	US	4,146,664	5/22/2012
Anchor Packaging, LLC	CULINARY CLASSICS (and Design)	US	4,182,267	7/31/2012
Anchor Packaging, LLC	CULINARY CLASSICS	US	3,120,259	7/25/2006
Anchor Packaging, LLC	CULINARY SQUARES (and Design)	US	4,584,809	8/12/2014
Anchor Packaging, LLC	GOURMET CLASSICS	US	4,815,914	9/22/2015

Owner	Trademark	Jurisdiction	Registration No.	Registration Date
Anchor Packaging, LLC	INCREDI-BOWL	US	3,878,990	11/23/2010
Anchor Packaging, LLC	INCREDI-BOWLS	US	3,878,992	11/23/2010
Anchor Packaging, LLC	INCREDI-BOWLS (and Design)	US	3,878,993	11/23/2010
Anchor Packaging, LLC	MEGA-MEAL	US	5,722,470	4/9/2019
Anchor Packaging, LLC	MICROLITE	US	1,324,632	3/12/1985
Anchor Packaging, LLC	MICRORAVES	US	3,095,703	5/23/2006
Anchor Packaging, LLC	MICROROUNDS	US	3,308,412	10/9/2007
Anchor Packaging, LLC	MILER	US	1,428,418	2/10/1987
Anchor Packaging, LLC	NATURE'S BEST	US	4,207,052	9/11/2012
Anchor Packaging, LLC	ONE2FOUR	US	3,372,592	1/22/2008
Anchor Packaging, LLC	PURITYWRAP	US	5,722,468	4/9/2019
Anchor Packaging, LLC	RE-USE and Design	US	3,498,121	9/9/2008
Anchor Packaging, LLC	SAFE PINCH	US	5,037,800	9/6/2016

U.S. Pending Applications For Trademark Registration

Owner	Trademark	Jurisdiction	Application No.	Application Date
Anchor Packaging, LLC	ANCHOR INDUSTRIES	US	88/108,339	9/7/2018
Anchor Packaging, LLC	ANCHOR PACKAGING	US	88/108,409	9/7/2018
Anchor Packaging, LLC	ANCHOR PACKAGING	US	88/108,372	9/7/2018
Anchor Packaging, LLC	ANCHOR WRAP	US	88/354,851	3/25/2019
Anchor Packaging, LLC	CRYSTAL WRAP	US	88/188,041	11/9/2018
Anchor Packaging, LLC	CULINARY LITES	US	88/308,388	2/20/2019
Anchor Packaging, LLC	PURITY WRAP	US	88/092,076	8/24/2018
Anchor Packaging, LLC	ANCHOR WRAP	US	88/467,911	6/11/2019

SCHEDULE 2**PATENTS****U.S. Patents**

Owner	Title	Jurisdiction	Patent No.	Issue Date
Anchor Packaging, LLC	Tamper Evident Plastic Food Container with Trigger Open Mechanism	US	9,475,621	10/25/16
Anchor Packaging, LLC	Tamper Evident Plastic Food Container	US	9,580,219	02/28/17
Anchor Packaging, LLC	Tamper Evident Plastic Food Container	US	9,656,785	05/23/17
Anchor Packaging, LLC	Multi-Cellular Container with Cut-Score	US	7,549,551	06/23/09
Anchor Packaging, LLC	Tamper Evident Plastic Food Container	US	9,796,511	10/24/17
Anchor Packaging, LLC	Tamper Evident Plastic Food Container with Trigger Open Mechanism	US	9,926,111	03/27/18
Anchor Packaging, LLC	Single Point Hinge for a Container	US	7,685,677	03/30/10
Anchor Packaging, LLC	Multi-Cellular Container with Cut-Score	US	7,691,301	04/06/10
Anchor Packaging, LLC	Domed Food Container	US	6,786,351	09/07/04
Anchor Packaging, LLC	Container with Self-Venting Features	US	8,875,927	11/04/14
Anchor Packaging, LLC	Plastic Food Container with Securable Inner Vessel	US	8,967,408	03/03/15

Owner	Title	Jurisdiction	Patent No.	Issue Date
Anchor Packaging, LLC	Single Point Hinge for a Container	US	9,278,787	03/08/16
Anchor Packaging, LLC	Single Point Hinge for a Container	US	7,246,714	07/24/07
Anchor Packaging, LLC	Domed Food Container	US	7,243,813	07/17/07
Anchor Packaging, LLC	Hinged Plastic Container	US	D536,992	02/20/07
Anchor Packaging, LLC	Polypropylene Tray	US	D570,681	06/10/08
Anchor Packaging, LLC	Reserving Microwave Container Comprising a Bowl with a Lid	US	D597,793	08/11/09
Anchor Packaging, LLC	Reserving Microwave Container Comprising a Bowl with a Lid	US	D603,222	11/03/09
Anchor Packaging, LLC	Domed Food Container	US	D611,303	03/09/10
Anchor Packaging, LLC	Plastic Side Dish Container Comprising a Faceted Bowl with a Lid	US	D638,290	05/24/11
Anchor Packaging, LLC	Square Plastic Side Dish Container Comprising a Bowl with a Lid	US	D640,506	06/28/11
Anchor Packaging, LLC	Side Dish Container Comprising a Lid and a Base (KFC Model #1001-76)	US	D649,034	11/22/11
Anchor Packaging, LLC	Side Dish Container Comprising a Lid and a Base (KFC Model #0912-73)	US	D649,035	11/22/11

Owner	Title	Jurisdiction	Patent No.	Issue Date
Anchor Packaging, LLC	Side Dish Container Comprising a Lid and a Base (KFC Model #1001-77)	US	D649,036	11/22/11
Anchor Packaging, LLC	Side Dish Container Comprising a Lid and a Base (KFC Model #1001-78)	US	D649,037	11/22/11
Anchor Packaging, LLC	Side Dish Container Comprising a Lid and a Base (KFC Model #1021-02)	US	D649,038	11/22/11
Anchor Packaging, LLC	Side Dish Container Comprising a Lid and a Base (KFC Model #1001-75)	US	D649,447	11/29/11
Anchor Packaging, LLC	Side Dish Container Comprising a Lid and a Base (KFC Model #0912-71)	US	D651,892	01/10/12
Anchor Packaging, LLC	Side Dish Container Comprising a Lid and a Base (KFC Model #1001-74)	US	D651,893	01/10/12
Anchor Packaging, LLC	Side Dish Container Comprising a Lid and a Base (KFC Model #1021-01)	US	D651,894	01/10/12
Anchor Packaging, LLC	Side Dish Container Comprising a Lid and a Base (KFC Model #1013-01)	US	D651,895	01/10/12
Anchor Packaging, LLC	Side Dish Container Comprising a Lid and a Base (KFC Model 0912-33)	US	D652,291	01/17/12

Owner	Title	Jurisdiction	Patent No.	Issue Date
Anchor Packaging, LLC	Side Dish Container Comprising a Lid and a Base (KFC Model 0912-72)	US	D652,292	01/17/12
Anchor Packaging, LLC	Square Plastic Side Dish Container Comprising a Bowl with a Lid (Div. Of D640,506)	US	D654,321	02/21/12
Anchor Packaging, LLC	Plastic Side Dish Tray	US	D675,919	02/12/13
Anchor Packaging, LLC	Plastic Food Tray	US	D678,051	03/19/13
Anchor Packaging, LLC	Square Plastic Take-Out Salad Container	US	D678,763	03/26/13
Anchor Packaging, LLC	Plastic Food Tray	US	D679,587	04/09/13
Anchor Packaging, LLC	Speckled Plastic Side Dish Tray	US	D679,585	04/09/13
Anchor Packaging, LLC	Square Plastic Entrée Container Comprising a Lid and Base	US	D682,674	05/21/13
Anchor Packaging, LLC	Plastic Side Dish Container Comprising a Bowl with a Twelve-Sided Lid	US	D689,334	09/10/13
Anchor Packaging, LLC	Plastic Food Container Comprising a Base and Lid	US	D689,363	09/10/13
Anchor Packaging, LLC	Transparent Side Dish Container with Blue Tinted Base	US	D691,038	10/08/13

Owner	Title	Jurisdiction	Patent No.	Issue Date
Anchor Packaging, LLC	Plastic Food Container Comprising a Base and a Lid	US	D696,111	12/24/13
Anchor Packaging, LLC	Transparent Side Dish Container with Red Tinted Base	US	D711,220	08/19/14
Anchor Packaging, LLC	Transparent Side Dish Container with Green Tinted Base	US	D707,120	06/17/14
Anchor Packaging, LLC	Plastic Food Tub	US	D741,166	10/20/2015
Anchor Packaging, LLC	Plastic Carry Out Food Container	US	D742,223	11/0//3/15
Anchor Packaging, LLC	Tamper Evident Plastic Food Container	US	D795,651	08/29/17
Anchor Packaging, LLC	Food Container	US	D814,293	04/13/18

U.S. Patent Applications

Owner	Title	Jurisdiction	Application No.	Filing Date
Anchor Packaging, LLC	Closure Vent for Tamper Evident Container	US	15/705,378	09/15/17
Anchor Packaging, LLC	Tamper Evident Food Container with Accordiated Pull Tabs	US	15/668,929	08/04/17
Anchor Packaging, LLC	Tamper Evident Plastic Food Container	US	15/790,285	10/23/17
Anchor Packaging, LLC	Cup with Integral Portion Cup	US	16/245,689	01/11/19
Anchor Packaging, LLC	Plastic Food Container	US	29/633,906	01/17/18
Anchor Packaging, LLC	Plastic Pizza Delivery Container	US	29/637,021	02/13/18
Anchor Packaging, LLC	Plastic Food Container	US	29/633,905	01/17/18
Anchor Packaging, LLC	Plastic Food Container	US	29/629,808	05/29/19
Anchor Packaging, LLC	Plastic Food Container	US	29/629,900	05/29/19
Anchor Packaging, LLC	Plastic Food Container	US	29/629,818	05/29/19
Anchor Packaging, LLC	Plastic Food Container	US	29/693,230	05/31/19
Anchor Packaging, LLC	Plastic Food Container	US	29/693,235	05/31/19
Anchor Packaging, LLC	Plastic Food Container	US	29/693,258	05/31/19