

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553113

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT-ABL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SABERT HOLDING CORP.		12/10/2019	Corporation: NEW JERSEY
SABERT CORPORATION		12/10/2019	Corporation: NEW JERSEY
NUVIDA PLASTIC TECHNOLOGY, INC.		12/10/2019	Corporation: DELAWARE
LBP MANUFACTURING LLC		12/10/2019	Limited Liability Company: DELAWARE
LBP IHC LLC		12/10/2019	Limited Liability Company: DELAWARE
LBP HOLDINGS LLC		12/10/2019	Limited Liability Company: DELAWARE
LBP INTERMEDIATE HOLDINGS LLC		12/10/2019	Limited Liability Company: DELAWARE
LBP INVESTMENTS LLC		12/10/2019	Limited Liability Company: ILLINOIS

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	10 SOUTH DEARBORN STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Registration Number:	4692957	TODAY'S PACKAGING FOR A BETTER TOMORROW
Registration Number:	4454566	MOZAİK
Registration Number:	5003668	
Registration Number:	2864681	
Registration Number:	2899239	STURDIWARE
Registration Number:	3325256	FASTPAC
Registration Number:	4122007	SURESTRIP
Registration Number:	3043988	SABERT

CH \$1140.00 4692957

Property Type	Number	Word Mark
Registration Number:	4012702	ULTRASTACK
Registration Number:	2618628	MAKES FOOD LOOK GREAT
Registration Number:	2349017	FRESHPACK
Registration Number:	5191707	DESIGNED FOR THE OCCASION
Registration Number:	4921207	MOZAIK
Registration Number:	4822136	EASY ELEGANT ENTERTAINING
Registration Number:	5196675	SNAP 'N SERVE
Registration Number:	5272428	SURESTRIP
Registration Number:	5686571	SUREHINGE
Registration Number:	5710495	STACK 'N SERVE
Registration Number:	3383156	REDI-WARE
Registration Number:	5055367	MATCHABLES
Registration Number:	5008492	OXYRX
Registration Number:	5729187	CLEAN LESS, MINGLE MORE!
Registration Number:	5653994	S SABERT MAKES FOOD LOOK GREAT
Serial Number:	88168054	CANARY AND KING
Registration Number:	4895950	LBP
Registration Number:	4895949	LBP
Registration Number:	4790897	THERMOLITE
Registration Number:	4832341	TWIN LOCK
Registration Number:	4280179	EARTHSLEEVE
Registration Number:	4946455	UP SHOT
Registration Number:	4946456	
Registration Number:	5073469	BETTER COFFEE. BETTER BUSINESS.
Registration Number:	5346479	THERMOLITE
Registration Number:	5073470	UP SHOT BY LBP
Registration Number:	5151375	UP SHOT BETTER COFFEE. BETTER BUSINESS.
Registration Number:	3755609	ECO CLUTCH
Registration Number:	2173161	COFFEE CLUTCH
Registration Number:	4304207	POP, FILL & GO
Registration Number:	4304208	BEVERAGE ON THE MOVE
Registration Number:	4456261	THERMO GRIP
Registration Number:	4493316	
Registration Number:	5237500	
Registration Number:	1043578	DURA-POT
Registration Number:	1042919	PICK-A-PART
Registration Number:	4466909	THERMO GRIP

CORRESPONDENCE DATA**Fax Number:** 2124552502*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:** (212)455-3605**Email:** ksolomon@stblaw.com**Correspondent Name:** GENEVIEVE DORMENT, ESQ.**Address Line 1:** SIMPSON THACHER & BARTLETT LLP**Address Line 2:** 425 LEXINGTON AVENUE**Address Line 4:** NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/2235
NAME OF SUBMITTER:	GENEVIEVE DORMENT
SIGNATURE:	/GD/
DATE SIGNED:	12/12/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 10, 2019 (as amended, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, Sabert Holding Corp. (“SHC” or the “Borrower Representative”), Sabert Corporation (“Sabert”), Nuvida Plastic Technology, Inc. (“Nuvida”) and LBP Manufacturing LLC (“LBP” and, together with SHC, Sabert and Nuvida, the “Borrowers”) have entered into the ABL Credit Agreement, dated as of December 10, 2019 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, the several banks and other financial institutions or entities from time to time parties thereto (the “Lenders”), certain other parties and the Administrative Agent;

WHEREAS, in connection with the Credit Agreement the Grantors have entered into the ABL Guarantee and Collateral Agreement, dated as of December 10, 2019 in favor of the Administrative Agent for the benefit of the Secured Parties (as amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”); and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Trademark Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

SECTION 2. Grant of Security. Each Grantor hereby pledges and grants to the Administrative Agent for the ratable benefit of the Secured Parties a continuing security interest in and to all of such Grantor’s right, title and interest in the Trademarks listed on Schedule A, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.


SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on 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 Trademark Security Agreement by telecopy or electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 5. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 6. Conflict Provision. This Trademark Security 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 and are in addition 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 Trademark 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, as applicable, shall govern.

IN WITNESS WHEREOF, the undersigned have caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

SABERT HOLDING CORP.

By: 
Name: Gary Ziznewski
Title: Chief Financial Officer

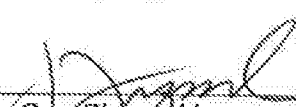
SABERT CORPORATION

By: 
Name: Gary Ziznewski
Title: Chief Financial Officer

NUVIDA PLASTIC TECHNOLOGY, INC.

By: 
Name: Gary Ziznewski
Title: Chief Financial Officer

LBP MANUFACTURING LLC

By: 
Name: Gary Ziznewski
Title: Chief Financial Officer

LBP IHC LLC

By: 
Name: Gary Ziznewski
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

LBP HOLDINGS LLC

By: 
Name: Gary Ziznewski
Title: Chief Financial Officer

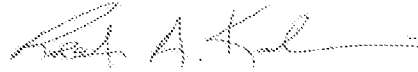
LBP INTERMEDIATE HOLDINGS LLC

By: 
Name: Gary Ziznewski
Title: Chief Financial Officer

LBP INVESTMENTS LLC

By: 
Name: Gary Ziznewski
Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent



By: _____

Name: Robert A. Kaulius
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006815 FRAME: 0287

SCHEDULE A

United States Trademarks and Trademark Applications

Registered Owner (Loan Party)	Trademark	Registration No. / Application No.
Sabert Corporation	Today's Packaging for a Better Tomorrow	4692957
Sabert Corporation	MOZAIK	4454566
Sabert Corporation	Leaf (Stylized and/or Design)	5003668
Sabert Corporation	S DESIGN	2864681
Sabert Corporation	STURDIWARE	2899239
Sabert Corporation	FASTPAC	3325256
Sabert Corporation	SURESTRIP	4122007
Sabert Corporation	SABERT	3043988
Sabert Corporation	ULTRASTACK	4012702
Sabert Corporation	MAKES FOOD LOOK GREAT	2618628
Sabert Corporation	FRESHPACK	2349017
Sabert Corporation	DESIGNED FOR THE OCCASION	5191707
Sabert Corporation	MOZAIK (Stylized)	4921207
Sabert Corporation	EASY ELEGANT ENTERTAINING	4822136
Sabert Corporation	SNAP 'N SERVE	5196675
Sabert Corporation	SURESTRIP Design	5272428
Sabert Corporation	SureHinge	5686571
Sabert Corporation	STACK 'N SERVE	5710495
Sabert Corporation	REDI-WARE	3383156
Sabert Corporation	MATCHABLES	5055367
Sabert Corporation	OXYRX	5008492
Sabert Corporation	CLEAN LESS, MINGLE MORE!	5729187
Sabert Corporation	SABERT MAKES FOOD LOOK GREAT and Design	5653994
Sabert Corporation	Earthtelligent	Unfiled
Sabert Corporation	CANARY AND KING	88/168,054
LBP Manufacturing LLC	LBP	4895950
LBP Manufacturing LLC	LBP and Sleeve Design	4895949
LBP Manufacturing LLC	THERMOLITE (Class 21)	4790897
LBP Manufacturing LLC	TWIN LOCK and Design	4832341
LBP Manufacturing LLC	EARTHSLEEVE	4280179
LBP Manufacturing LLC	UP SHOT	4946455
LBP Manufacturing LLC	Pre-Filled Coffee Filters Design	4946456
LBP Manufacturing LLC	BETTER COFFEE. BETTER BUSINESS.	5073469
LBP Manufacturing LLC	THERMOLITE (Classes 16, 17 and 21)	5346479
LBP Manufacturing LLC	UP SHOT BY LBP Logo	5073470

Registered Owner (Loan Party)	Trademark	Registration No. / Application No.
LBP Manufacturing LLC	UP SHOT BETTER COFFEE. BETTER BUSINESS. BY LBP and Design	5151375
LBP Manufacturing LLC	ECO CLUTCH and Design	3755609
LBP Manufacturing LLC	COFFEE CLUTCH	2173161
LBP Manufacturing LLC	POP, FILL & GO	4304207
LBP Manufacturing LLC	BEVERAGE ON THE MOVE	4304208
LBP Manufacturing LLC	THERMO GRIP	4456261
LBP Manufacturing LLC	Sleeve in a Circle Design	4493316
LBP Manufacturing LLC	THERMOLITE Design	5237500
Sabert Corporation	DURA-POT	1043578
Sabert Corporation	PICK-A-PART	1042919
LBP Manufacturing LLC	THERMO GRIP Design	4466909

Exclusive Trademark Licenses

None.