

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554396

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Closure Systems International Inc.		12/20/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Chartered Bank: SWITZERLAND

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	1761402	AQUA-LOK
Registration Number:	3509397	AQUA-LOK MINI
Registration Number:	4053472	ASEPTI-LOK
Registration Number:	2402785	CAPTURE
Registration Number:	5623053	DAIRY-LOK
Registration Number:	1659792	DOUBLE-LOK
Registration Number:	2507986	EXTRA-LOK
Registration Number:	3032785	EXTRA-LOK XT
Registration Number:	4417777	FLEX-CHUCK
Registration Number:	2528424	NITRO-LOK
Registration Number:	2890317	OMNI-LOK
Registration Number:	3693058	OMNI-LOK MINI
Serial Number:	88388380	POLYCYCLE
Registration Number:	5341219	PRO-LOK
Registration Number:	4339017	SCANCAP
Registration Number:	2671737	SPORTS-LOK
Serial Number:	88125091	TWIST & FLIP
Registration Number:	1661754	UNI-LOK

CH \$590.00 1761402

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3332684	WE MAKE YOUR PACKAGING WORK
Registration Number:	1324601	WING-LOK
Registration Number:	3516919	XTRA-LOK MINI
Registration Number:	1314352	JETFLOW
Registration Number:	1314346	MAGNA TORQ

CORRESPONDENCE DATA

Fax Number: 2125935955

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) 756-2132

Email: scott.kareff@srz.com

Correspondent Name: Scott Kareff

Address Line 1: Schulte Roth & Zabel, 919 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951.1904
NAME OF SUBMITTER:	Scott Kareff
SIGNATURE:	/RS for SK/
DATE SIGNED:	12/20/2019

Total Attachments: 7

source=Canister - Trademark Security Agreement#page1.tif
source=Canister - Trademark Security Agreement#page2.tif
source=Canister - Trademark Security Agreement#page3.tif
source=Canister - Trademark Security Agreement#page4.tif
source=Canister - Trademark Security Agreement#page5.tif
source=Canister - Trademark Security Agreement#page6.tif
source=Canister - Trademark Security Agreement#page7.tif

**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of December 20, 2019, made by Closure Systems International Inc., a Delaware corporation (the "Grantor"), in favor of Credit Suisse AG, Cayman Islands Branch, as Collateral Agent (the "Agent") for the Lenders that are parties to the Credit Agreement, dated as of December 20, 2019, by and among Canister International Group Inc., a Delaware corporation (the "Borrower"), Canister International Intermediate Inc., a Delaware corporation, the Lenders and the Administrative Agent (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed, among other things, to make loans to the Borrower subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor, the Borrower and the other parties thereto have executed and delivered a Security Agreement, dated as of December 20, 2019, in favor of the Agent (together with all amendments, supplements, waivers and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

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

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.
2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that it granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in (subject only to Liens permitted under the Credit Agreement) and to all Trademarks now owned or anytime hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title and interest, including without limitation those Trademarks set forth on Schedule I hereto and, to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to the foregoing as collateral security for the prompt and complete payment and performance when due (whether as stated maturity, by acceleration or otherwise) of the Guaranteed Obligations; provided, however, that no security interest is granted in any Excluded Assets.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. Counterparts. This Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement. The Collateral Agent may also require that any such documents and signatures delivered by telecopier or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier or other electronic transmission.

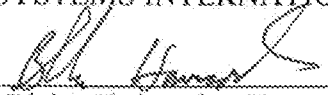
* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

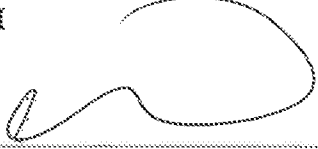
CLOSURE SYSTEMS INTERNATIONAL INC.

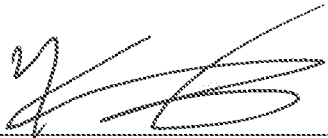
By: _____


Name: Blake Christopher Hancock
Title: Vice President

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

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH
as Agent

By: 
Name: Mikhail Faybusovich
Title: Authorized Signatory

By: 
Name: Komal Shah
Title: Authorized Signatory

SCHEDULE I

Registered trademarks and applications material to the conduct of the Business

Current Owner	Mark Name	Status	Application Date	Application No.	Registration Date	Registration No.
Closure Systems International Inc. - (CSD)	AQUA-LOK	Registered - (G)	07/23/1992	74/296812	03/30/1993	1761402
Closure Systems International Inc. - (CSD)	AQUA-LOK MINI	Registered - (G)	04/20/2007	77/162072	09/30/2008	3509397
Closure Systems International Inc. - (CSD)	ASEPTI-LOK	Registered - (G)	07/24/2009	77/788900	11/8/2011	4053472
Closure Systems International Inc. - (CSD)	CAPTURE	Registered - (G)	02/16/1999	75/643994	11/7/2000	2402785
Closure Systems International Inc. - (CSD)	DAIRY-LOK	Registered - (G)	09/3/2015	86/746354	12/4/2018	5623053
Closure Systems International Inc. - (CSD)	DOUBLE-LOK	Registered - (G)	09/4/1990	74093429	10/8/1991	1659792
Closure Systems International Inc. - (CSD)	EXTRA-LOK	Registered - (G)	12/6/1999	75864276	11/13/2001	2507986
Closure Systems International Inc. - (CSD)	EXTRA-LOK XT	Registered - (G)	12/11/2002	78193356	12/20/2005	3032785

Current Owner	Mark Name	Status	Application Date	Application No.	Registration Date	Registration No.
Closure Systems International Inc. - (CSD)	FLEX-CHUCK	Registered - (G)	02/14/2013	85850331	10/15/2013	4417777
Closure Systems International Inc. - (CSD)	NITRO-LOK	Registered - (G)	02/17/2000	75922191	01/8/2002	2528424
Closure Systems International Inc. - (CSD)	OMNI-LOK	Registered - (G)	02/20/2003	78216968	09/28/2004	2890317
Closure Systems International Inc. - (CSD)	OMNI-LOK MINI	Registered - (G)	04/20/2007	771161976	10/6/2009	3693058
Closure Systems International Inc. - (CSD)	POLYCYCLE	Filed - (F) Pending ITU	04/16/2019	88/388380		
Closure Systems International Inc. - (CSD)	PRO-LOK	Registered - (G)	09/3/2015	86/746340	11/21/2017	5341219
Closure Systems International Inc. - (CSD)	SCANCAP	Registered - (G)	09/24/2009	77834496	05/21/2013	4339017
Closure Systems International Inc. - (CSD)	SPORTS-LOK	Registered - (G)	12/19/2001	76350050	01/7/2003	2671737

Current Owner	Mark Name	Status	Application Date	Application No.	Registration Date	Registration No.
Closure Systems International Inc. - (CSD)	TWIST & FLIP	Filed - (F) Pending TTU	09/20/2018	88/125091		
Closure Systems International Inc. - (CSD)	UNI-LOK	Registered - (G)	09/21/1990	74/099210	10/22/1991	1661754
Closure Systems International Inc. - (CSD)	WE MAKE YOUR PACKAGING WORK	Registered - (G)	06/6/2006	78/902098	11/6/2007	3332684
Closure Systems International Inc. - (CSD)	WING-LOK	Registered - (G)	06/11/1984	73484647	03/12/1985	1324601
Closure Systems International Inc. - (CSD)	XTRA-LOK MINI	Registered - (G)	09/26/2006	77/007755	10/14/2008	3516919
Closure Systems International Inc. - (CSD)	JETFLOW	Registered	3/15/1984	73/470348	1/15/1985	1314352
Closure Systems International Inc. - (CSD)	MAGNA TORQ	Registered	11/3/1983	73/451113	1/15/1985	1314346

TRADEMARK

REEL: 006823 FRAME: 0468

RECORDED: 12/20/2019