

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558979

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOUTHFIELD MEZZANINE CAPITAL LP		01/22/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	INNOVATIVE FLEXPAK, LLC		
Street Address:	1530 MOUNTAIN SPRINGS PARKWAY		
City:	SPRINGVILLE		
State/Country:	UTAH		
Postal Code:	84663		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3745085	INNOVATIVEFLEXPAK	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216-586-3939		
Email:	kmartini@jonesday.com, pcyngier@jonesday.com		
Correspondent Name:	KATHLEEN A. MARTINI		
Address Line 1:	901 LAKESIDE AVENUE		
Address Line 2:	JONES DAY		
Address Line 4:	CLEVELAND, OHIO 44144-1190		
ATTORNEY DOCKET NUMBER:	896853-600019		
NAME OF SUBMITTER:	KATHLEEN A. MARTINI		
SIGNATURE:	/KATHLEEN A. MARTINI/		
DATE SIGNED:	01/27/2020		
Total Attachments: 4			
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RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT (this “Release”), dated as of January 22, 2020, is made by **SOUTHFIELD MEZZANINE CAPITAL LP**, in its capacity as administrative agent for the Lender Parties (as defined in the Security Agreement) (in such capacity, together with its successors and assigns in such capacity, “Grantee”) in favor of Grantors (as defined below).

WHEREAS, **INNOVATIVE FLEXPAC, LLC** (“Grantor”), is a party to (i) that certain Amended and Restated Note Purchase Agreement, dated as of January 12, 2016 (the “NPA”), by and among Grantor, the other grantors party thereto and Grantee, and (ii) that certain Intellectual Property Security Agreement, dated as of March 6, 2019 (the “Trademark Security Agreement”), by Grantor in favor of Grantee; capitalized terms used but not defined herein will have the meaning given to them in the NPA;

WHEREAS, the NPA and Trademark Security Agreement granted to Grantee for the benefit of the Lender Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Collateral (as defined in the Trademark Security Agreement), including those listed on Schedule I hereto, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on March 7, 2019 at Reel 6584 Frame 0683; and

WHEREAS, Grantee desires to release its rights and security interests in the Collateral (as defined in the Trademark Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Release. Grantee hereby (i) fully and finally releases, discharges, and terminates, and reassigns to Grantor, without representation or warranty of any kind, (a) its security interest, continuing lien and other rights in, to and under the Collateral (as defined in the Trademark Security Agreement), including the goodwill of the business symbolized by the Trademarks, and (b) any and all other rights it may have under the NPA or the Trademark Security Agreement, (ii) agrees that it shall, at the expense of Grantor, execute all other documents and do all other acts reasonably necessary to relinquish and effect the release of such rights and (iii) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings reasonably necessary to evidence release and termination of its rights under the NPA or the Trademark Security Agreement with respect to the Trademarks.

2. Counterparts. This Release may be executed in any number of 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 to this Release by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Release.

3. Governing Law. This Release shall be governed by, and construed in accordance with, the law of the State of Delaware.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantee has caused this Release to be duly executed as of the day and year first above written.

SOUTHFIELD MEZZANINE CAPITAL LP

By: 
Name: Eric Gleason
Title: managing member

[Signature Page to Release of Trademark Security Agreement]

SCHEDULE I

Trademark Registrations and Applications

Trademark:

INNOVATIVEFLEXPAK

Serial Number: 77302116

Registration Number: 3745085

Registration Date: February 2, 2010