

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563966

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Liqui-Box Corporation		02/26/2020	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP, as Collateral Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	4265428	FLIP-N-SEAL	
Registration Number:	1177326	HANDI-TAP	
Registration Number:	1176643	INPACO	
Registration Number:	1282162	LB	
Registration Number:	1620839	LIQUI-BOX	
Registration Number:	1483499	QC/D	
Registration Number:	3835875	QCD ENCORE	
Registration Number:	3006085	STARASEPT	
Registration Number:	4214146	FLEX FX	
Registration Number:	4804762	LB LIQUI-BOX	
Registration Number:	4905622	HELICAL	
Registration Number:	5228701	FLEXASEPT	
Registration Number:	5271471	ORBITER	
Registration Number:	5301821	LIQUI-BOX DESIGN. CONNECT. DELIVER.	
Registration Number:	5396829	ASEPTIPACK	
Registration Number:	5608743	LIQUI-SURE	
Serial Number:	87104634	TORRENT	
Serial Number:	87288132	LIQUI-SURE	
Serial Number:	87786455	SEALGARD	

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Property Type	Number	Word Mark
Serial Number:	88246990	AQUAPUR
Serial Number:	88585118	VINO2GARD
Serial Number:	88503793	TEMPEST
Serial Number:	88754943	LIQUIBOX

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: 44378.00004

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 02/26/2020

Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of February 26, 2020, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors"), in favor of Antares Capital LP, as collateral agent (in such capacity, the "Collateral Agent") for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of February 26, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among LB PARENT, INC., a Delaware corporation ("Holdings"), LIQUI-BOX HOLDINGS, INC., a Delaware corporation (the "Borrower"), the several lenders from time to time party thereto (each a "Lender" and, collectively, the "Lenders") and Antares Capital LP, as the Administrative Agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered the Security Agreement, dated as of February 26, 2020 in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with the Borrower and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, 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. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of each Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of each Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application

shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

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

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby 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. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto 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.

LIQUI-BOX CORPORATION

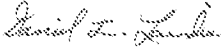
By:



Name: Leanne Parker

Title: Treasurer

**ANTARES CAPITAL LP, as the Collateral
Agent**

By: 
Name: Daniel Landis
Title: Duly Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademarks			
Name of Record Owner/Applicant	Registration/Application/Publication Number	Trademark	App. / Reg. Date
Liqui-Box Corporation	4265428	FLIP-N-SEAL	25-Dec-2012
Liqui-Box Corporation	1177326	HANDI-TAP	10-Nov-1981
Liqui-Box Corporation	1176643	INPACO	3-Nov-1981
Liqui-Box Corporation	1282162	LB	19-Jun-1984
Liqui-Box Corporation	1620839	LIQUI-BOX	6-Nov-1990
Liqui-Box Corporation	1483499	QC/D	5-Apr-1988
Liqui-Box Corporation	3835875	QCD ENCORE	17-Apr-2010
Liqui-Box Corporation	3006085	STARASEPT	11-Oct-2005

Trademarks			
Name of Record Owner/Applicant	Registration/Application / Publication Number	Trademark	App. / Reg. Date
Liqui-Box Corporation	4214146	FLEX FX	25-Sep-2013
Liqui-Box Corporation	4804762	LB LIQUI BOX Design	1-Sep-2015
Liqui-Box Corporation	4905622	HELICAL	23-Feb-2016
Liqui-Box Corporation	5228701	FLEXASEPT	20-Jun-2017
Liqui-Box Corporation	5271471	ORBITER	22-Aug-2017
Liqui-Box Corporation	5301821	LIQUI-BOX DESIGN. CONNECT. DELIVER.	3-Oct-2017

Liqui-Box Corporation	5396829	ASEPTIPACK	6-Feb-2018
Liqui-Box Corporation	5608743	LIQUI-SURE	13-Nov-2018
Liqui-Box Corporation	87104634 ¹	TORRENT	14-Jul-2016
Liqui-Box Corporation	87288132 ²	LIQUI-SURE	3-Jan-2017
Liqui-Box Corporation	87786455 ³	SEALGARD	6-Feb-2018
Liqui-Box Corporation	88246990 ⁴	AQUAPUR	2-Jan-2019
Liqui-Box Corporation	88585118 ⁵	VINO2GARD	20-Aug-2019
Liqui-Box Corporation	88503793 ⁶	TEMPEST	8-Jul-2019
Liqui-Box Corporation	88754943 ⁷	LIQUIBOX	10-Jan-2020

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- ¹ This is an Intent to Use application.
² This is an Intent to Use application.
³ This is an Intent to Use application.
⁴ This is an Intent to Use application.
⁵ This is an Intent to Use application.
⁶ This is an Intent to Use application.
⁷ This is an Intent to Use application.