

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565682

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INNO-PAK, LLC		03/05/2020	Limited Liability Company: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent
Street Address:	10 South Wacker Drive, 13th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	5789424	INNOPAK INNOVATION IT'S WHAT WE DO SIMPL
Registration Number:	5628714	BAND-IT
Registration Number:	5466095	FRESH FLAVOR
Registration Number:	5271610	INNOBOX EDGE
Registration Number:	5065396	INNOPAK VISIONS
Registration Number:	4744580	INNOVATION IT'S WHAT WE DO
Registration Number:	4744579	INNOVATION IT'S WHAT WE DO
Registration Number:	4691441	INNOBOX
Registration Number:	4587991	INNO-PAK
Registration Number:	4496161	INNO-PAK SUPPLY SOLUTIONS
Registration Number:	3523342	INNO-PAK
Registration Number:	3386114	REBAG

CORRESPONDENCE DATA

Fax Number: 3128637806

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: 3128637198

Email: nancy.brougher@goldbergekohn.com

Correspondent Name: Nancy J. Brougher, Paralegal

TRADEMARK

Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1989.688

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 03/06/2020

Total Attachments: 3

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 5, 2020 (this "Trademark Security Agreement"), is made by Inno-Pak, LLC, a North Carolina limited liability company (the "Grantor") to and for the benefit of Wells Fargo Bank, National Association, in its capacity as administrative agent for certain lenders and the other holders of Secured Obligations (as defined in the Security Agreement described below) (in such capacity, the "Administrative Agent").

WHEREAS, the Grantor has entered into a Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent; and

WHEREAS, pursuant to the Security Agreement, the Grantor has collaterally assigned to the Administrative Agent and granted to the Administrative Agent for the benefit of the lenders and the other holders of Secured Obligations a continuing security interest in certain collateral, to secure the payment, performance and observance of the Secured Obligations.

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

1. Grant of Security Interest. To secure the prompt and complete repayment and performance of the obligations under the Security Agreement, the Grantor hereby grants to the Administrative Agent, a security interest in all of Grantor's right, title and interest in and to the following (collectively, the "Trademark Collateral"): (a) all of its Trademarks (as defined in the Security Agreement) including, without limitation, those referred to on Schedule I hereto; (b) all renewals of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and (d) all proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark and (ii) injury to the goodwill associated with any Trademark.

2. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, and that the terms and provisions of the Security Agreement are hereby incorporated herein by reference as if fully set forth herein.

3. Counterparts. This Trademark Security Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Trademark Security Agreement.

4. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS AND DECISIONS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first above written.

INNO-PAK, LLC

By: 

Name: Jonathan Sill

Title: Chief Executive Officer

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE	OWNER
<u>TO GO FRESH</u>	<u>88067973</u> Intent-to-Use	Pending – Application filed 08/07/18	NA	NA	Inno-Pak, LLC
<u>TO GO FRESH</u>	<u>88067970</u> Intent-to-Use	Pending – Application filed 08/07/18	NA	NA	Inno-Pak, LLC
<u>HANDLE CUFFS</u>	<u>88634233</u> Intent-to-Use	Pending – Application filed 09/27/19	NA	NA	Inno-Pak, LLC
<u>INNOPAK INNOVATION IT'S WHAT WE DO SIMPLY RESPONSIBLE</u>	<u>87872410</u> Intent-to-Use	Pending – Application filed 04/11/18	NA	NA	Inno-Pak, LLC
<u>INNOPAK INNOVATION IT'S WHAT WE DO SIMPLY RESPONSIBLE</u>	<u>87980807</u>	Registered	<u>5789424</u>	06/25/19	Inno-Pak, LLC
<u>BAND-IT</u>	<u>87447145</u>	Registered	<u>5628714</u>	12/11/18	Inno-Pak, LLC
<u>FRESH FLAVOR</u>	<u>87447147</u>	Registered	<u>5466095</u>	05/08/18	Inno-Pak, LLC
<u>INNOBOX EDGE</u>	<u>86548161</u>	Registered	<u>5271610</u>	08/22/17	Inno-Pak, LLC
<u>INNOPAK VISIONS</u>	<u>86696193</u>	Registered	<u>5065396</u>	10/18/16	Inno-Pak, LLC
<u>INNOVATION IT'S WHAT WE DO</u>	<u>86149165</u>	Registered	<u>4744580</u>	05/26/15	Inno-Pak, LLC
<u>INNOVATION IT'S WHAT WE DO</u>	<u>86149163</u>	Registered	<u>4744579</u>	05/26/15	Inno-Pak, LLC
<u>INNOBOX</u>	<u>86308819</u>	Registered	<u>4691441</u>	02/24/15	Inno-Pak, LLC
<u>INNO-PAK</u>	<u>86149166</u>	Registered	<u>4587991</u>	08/19/14	Inno-Pak, LLC
<u>INNO-PAK SUPPLY SOLUTIONS</u>	<u>85880933</u>	Registered	<u>4496161</u>	03/11/14	Inno-Pak, LLC
<u>INNO-PAK</u>	<u>77285362</u>	Registered	<u>3523342</u>	10/28/08	Inno-Pak, LLC
<u>REBAG</u>	<u>77109716</u>	Registered	<u>3386114</u>	02/19/08	Inno-Pak, LLC