

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570027

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	IP Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kliklok, LLC		03/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Unicredit Bank AG, as Security Agent		
Street Address:	Arabellastr. 14		
City:	Munich		
State/Country:	GERMANY		
Postal Code:	81825		
Entity Type:	Bank: GERMANY		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3308159	VARI-STRAIGHT	
Registration Number:	2872863	CERTIWRAP	
Registration Number:	2852019	VARI-RIGHT	
Registration Number:	2814061	KLIKLOK-WOODMAN	
Registration Number:	2616089	INSIGHT	
Registration Number:	1253616	WOODMAN	
Registration Number:	0849001	CERTIPAK	
Registration Number:	0614335	KLIKLOK	
Registration Number:	0410140	KLIKLOK	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	247000		

CH \$240.00 3308159

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	04/01/2020
Total Attachments: 7 source=4-1-2020 Kliklok 1-TM#page1.tif source=4-1-2020 Kliklok 1-TM#page2.tif source=4-1-2020 Kliklok 1-TM#page3.tif source=4-1-2020 Kliklok 1-TM#page4.tif source=4-1-2020 Kliklok 1-TM#page5.tif source=4-1-2020 Kliklok 1-TM#page6.tif source=4-1-2020 Kliklok 1-TM#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

**(Patents and Patent Applications)
(Trademarks and Trademark Registrations, and
Trademark Applications)**

WHEREAS, Kliklok LLC, a Delaware limited liability company (herein referred to as the "Grantor"), owns the Intellectual Property Collateral (as defined below);

WHEREAS, the Grantor, among others, certain lenders and Unicredit Bank AG, as agent, are parties to a Senior Facilities Agreement dated 19 December 2019, (as amended and restated on 25 February 2020, and as supplemented by that Accession Deed dated 31 March 2020, and as further amended, supplemented or otherwise modified from time to time, the "Senior Facilities Agreement"); and

WHEREAS, pursuant to (i) a Security Agreement dated as of January 2, 2020 (and supplemented by that certain Accession Supplement to the Security Agreement dated as of March 31, 2020 and as further amended, supplemented or otherwise modified from time to time, the "Security Agreement") entered into between, among others, the Grantor, Syntegon US Holding Inc. and Unicredit Bank AG, as Security Agent (the "Security Agent", which expression shall include its successors, assigns and transferees) and (ii) certain other Security Agreement Documents (including this Intellectual Property Security Agreement Supplement), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Security Agent as security agent for the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Agent, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

- i. each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;
- ii. each Patent referred to in Schedule 1 hereto; and
- iii. all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of any Patent or Trademark identified in Schedule 1 hereto) or for the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Security Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Security Agent's name, from time to time, in the Security Agent's discretion, so long as any Declared Default (as defined in the Security Agreement) shall have occurred, to take with respect to the Intellectual Property Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Intellectual Property Security Agreement Supplement and to accomplish the purposes hereof. Except to the extent expressly permitted in the Security Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Intellectual Property Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

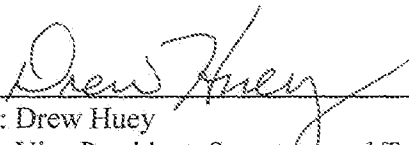
This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 31st day of March, 2020.

Kliklok LLC,
as Grantor

By: 
Name: Drew Huey
Title: Vice President, Secretary and Treasurer

Signature Page to IP Security
Agreement Supplement
(Kliklok LLC)


TRADEMARK
REEL: 006905 FRAME: 0364

Acknowledged:

Unicredit Bank AG.
as Security Agent

By:


Name: **Dietmar Kahl**
Title: *Director*


Manuela Schöttner-Ullrich
Director

Signature Page to IP Security
Agreement Supplement (Kliklok
LLC)

TRADEMARK
REEL: 006905 FRAME: 0365

SCHEDULE 1

REGISTERED COPYRIGHTS

<u>Copyright</u>	<u>Registration Date</u>	<u>Registration No.</u>
None		

COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Filing Date</u>	<u>Application No.</u>
None.		

REGISTERED PATENTS AND DESIGN PATENTS

<u>Title</u>	<u>Date Filed</u>	<u>Application No.</u>
Packaging Machine With Continuous Sealing Jaw Movement	10-31-2000	6,138,442
Rotary Transfer Mechanism	11-01-2011	8,047,530
In-Line Carton Feeding And Forming Machine With Carton Lug Conveyor And Related Methods	05-11-2010	7,712,599
Carton Feeding And Forming Machine With Selectively Actuated Lugs And Related Methods	10-07-2008	7,431,146
Random Carton Feeding And Forming Machine With Selectively Actuated Lugs And Related Methods	07-28-2009	7,565,964
Carton Feeding And Forming Machine With Selectively Actuated Diverter And Related Methods	10-07-2008	7,431,147

Carton Feeding And Forming Machine With Selectively Actuated Lugs And Related Methods	12-20-2011	8,079,944
Carton Feeding And Forming Machine With Selectively Actuated Lugs And Related Methods	05-22-2012	8,182,406

PATENT AND DESIGN PATENT APPLICATIONS

<u>Title</u>	<u>Date Filed</u>	<u>Application No.</u>
Carton Forming Or Feeding Machine With Controlled Motion	2-Mar-2016	15/058,561

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Vari-Straight	3308159	09-Oct-2007
Certiwrap	2872863	10-Aug-2004
Vari-Right	2852019	08-Jun-2004
Kliklok-Woodman	2814061	10-Feb-2004
Insight	2616089	10-Sep-2002
Woodman	1253616	11-Oct-1983
Certipak	0849001	14-May-1968
Kliklok	0614335	18-Oct-1955
Kliklok	0410140	07-Nov-1944

TRADEMARK APPLICATIONS

Trademark

Serial No.

Filing Date

None.