

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574500

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAXCO INTERNATIONAL, LLC		04/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	100 Park Avenue		
Internal Address:	14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	2129256	ANDANTE	
Registration Number:	3896327	BOTTLE MAKER	
Registration Number:	1617591	CALIFORNIA GLASS COMPANY	
Registration Number:	1605079	DG DEMPTOS GLASS CORPORATION	
Registration Number:	2143021	LARGO	
Registration Number:	2122024	SYMPHONY	
Registration Number:	4098648		
Registration Number:	4752312	D G	
Registration Number:	4511992	SAXCO INTERNATIONAL	
Registration Number:	4728087	YOUR CLEAR CHOICE FOR PREMIUM PACKAGING	
Registration Number:	4515807	SAXCO	
Serial Number:	88662852	SAXCO	
Serial Number:	88662892	SAXCO	
Serial Number:	88662858	SAXCO	
Serial Number:	88662899	SAXCO	
Serial Number:	88662864	SAXCO	
Serial Number:	88667404	SAXCO	
Serial Number:	88662875	SAXCO	
TRADEMARK			

OP \$915.00 2129256

Property Type	Number	Word Mark
Serial Number:	88662906	SAXCO
Serial Number:	88662920	SAXCO
Serial Number:	88662924	SAXCO
Serial Number:	88662930	SAXCO
Serial Number:	88662971	SAXCO WE PACKAGE CUSTOMERS DREAMS
Serial Number:	88662975	SAXCO WE PACKAGE CUSTOMERS DREAMS
Serial Number:	88663290	SAXCO WE PACKAGE CUSTOMERS DREAMS
Serial Number:	88662979	SAXCO WE PACKAGE CUSTOMERS DREAMS
Serial Number:	88662993	SAXCO WE PACKAGE CUSTOMERS DREAMS
Serial Number:	88662997	SAXCO WE PACKAGE CUSTOMERS DREAMS
Serial Number:	88663000	SAXCO WE PACKAGE CUSTOMERS DREAMS
Serial Number:	88662940	WE PACKAGE CUSTOMERS DREAMS
Serial Number:	88662946	WE PACKAGE CUSTOMERS DREAMS
Serial Number:	88662951	WE PACKAGE CUSTOMERS DREAMS
Serial Number:	88662956	WE PACKAGE CUSTOMERS DREAMS
Serial Number:	88662960	WE PACKAGE CUSTOMERS DREAMS
Serial Number:	88662964	WE PACKAGE CUSTOMERS DREAMS
Serial Number:	88662966	WE PACKAGE CUSTOMERS DREAMS

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: ted.mulligan@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Syed Humza Moinuddin
SIGNATURE:	/Syed Humza Moinuddin/
DATE SIGNED:	05/01/2020

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made as of April 30, 2020, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 30, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Saxco International, LLC, a Delaware limited liability company (“Saxco International”), the Subsidiaries of Saxco International identified on the signature page thereof as “Borrowers” and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of April 30, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration promptly, but in any event not later than the date a Compliance Certificate is required to be delivered by Grantors to Agent pursuant to the Credit Agreement for the month ending immediately after any new trademarks are obtained or of any renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement and any notices delivered under this Trademark Security Agreement, may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence

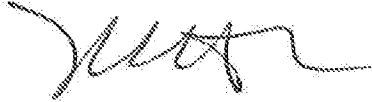
as an original manual signature. Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Patent Security Agreement or on any notice delivered to Agent under this Trademark Security Agreement. This Trademark Security Agreement and any notices delivered under this Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement and any notices as set forth herein will be as effective as delivery of a manually executed counterpart of the Trademark Security Agreement or notice. Any party delivering an executed counterpart of this Trademark Security Agreement by electronic mail or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

SAXCO INTERNATIONAL, LLC



By: _____

Name: Mark J. Archer


Title: Chief Financial Officer


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]




TRADEMARK
REEL: 006928 FRAME: 0528


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	(Application)/ Registration No.	(App)/Reg Date
Saxco International, LLC	U.S.	ANDANTE	2,129,256	01/13/1998
Saxco International, LLC	U.S.	BOTTLE MAKER	3,896,327	12/28/2010
Saxco International, LLC	U.S.	CALIFORNIA GLASS COMPANY	1,617,591	10/16/1990
Saxco International, LLC	U.S.	DG DEMPTOS GLASS COMPANY LLC & Design 	1,605,079	07/03/1990
Saxco International, LLC	U.S.	LARGO	2,143,021	03/10/1998
Saxco International, LLC	U.S.	SYMPHONY	2,122,024	12/16/1997
Saxco International, LLC	U.S.	Three Bottle Logo 	4,098,648	02/14/2012
Saxco International, LLC	U.S.	DG & Design 	4,752,312	06/09/2015
Saxco	U.S.	SAXCO INTERNATIONAL &	4,511,992	04/08/2014

International, LLC		Design 		
Saxco International, LLC	U.S.	YOUR CLEAR CHOICE FOR PREMIUM PACKAGING SOLUTIONS	4,728,087	04/28/2015
Saxco International, LLC	U.S.	SAXCO	4,515,807	04/15/2014
Saxco International, LLC	U.S.	SAXCO	(Application No. 88/662,852)	(Application filed 10/21/2019)
Saxco International, LLC	U.S.	SAXCO	(Application No. 88/662,892)	(Application filed 10/21/2019)
Saxco International, LLC	U.S.	SAXCO	(Application No. 88/662,858)	(Application filed 10/21/2019)
Saxco International, LLC	U.S.	SAXCO	(Application No. 88/662,899)	(Application filed 10/21/2019)
Saxco International, LLC	U.S.	SAXCO	(Application No. 88/662,864)	(Application filed 10/21/2019)
Saxco International, LLC	U.S.	SAXCO	(Application No. 88/667,404)	(Application filed 10/24/2019)
Saxco International, LLC	U.S.	SAXCO	(Application No. 88/662,875)	(Application filed 10/21/2019)
Saxco International, LLC	U.S.	SAXCO	(Application No. 88/662,906)	(Application filed 10/21/2019)
Saxco International, LLC	U.S.	SAXCO	(Application No. 88/662,920)	(Application filed 10/21/2019)
Saxco International, LLC	U.S.	SAXCO	(Application No. 88/662,924)	(Application filed 10/21/2019)
Saxco International, LLC	U.S.	SAXCO	(Application No. 88/662,930)	(Application filed 10/21/2019)
Saxco International, LLC	U.S.	SAXCO WE PACKAGE	(Application No. 88/662,971)	(Application filed 10/21/2019)

		CUSTOMERS DREAMS & Design 		
Saxco International, LLC	U.S.	SAXCO WE PACKAGE CUSTOMERS DREAMS & Design 	(Application No. 88/662,975)	(Application filed 10/21/2019)
Saxco International, LLC	U.S.	SAXCO WE PACKAGE CUSTOMERS DREAMS & Design 	(Application No. 88/663,290)	(Application filed 10/22/2019)
Saxco International, LLC	U.S.	SAXCO WE PACKAGE CUSTOMERS DREAMS & Design 	(Application No. 88/662,979)	(Application filed 10/21/2019)
Saxco International, LLC	U.S.	SAXCO WE PACKAGE CUSTOMERS DREAMS & Design 	(Application No. 88/662,993)	(Application filed 10/21/2019)
Saxco International, LLC	U.S.	SAXCO WE PACKAGE CUSTOMERS DREAMS & Design 	(Application No. 88/662,997)	(Application filed 10/21/2019)
Saxco International, LLC	U.S.	SAXCO WE PACKAGE CUSTOMERS DREAMS & Design	(Application No. 88/663,000)	(Application filed 10/21/2019)

				
Saxco International, LLC	U.S.	WE PACKAGE CUSTOMERS DREAMS	(Application No. 88/662,940)	(Application filed 10/21/2019)
Saxco International, LLC	U.S.	WE PACKAGE CUSTOMERS DREAMS	(Application No. 88/662,946)	(Application filed 10/21/2019)
Saxco International, LLC	U.S.	WE PACKAGE CUSTOMERS DREAMS	(Application No. 88/662,951)	(Application filed 10/21/2019)
Saxco International, LLC	U.S.	WE PACKAGE CUSTOMERS DREAMS	(Application No. 88/662,956)	(Application filed 10/21/2019)
Saxco International, LLC	U.S.	WE PACKAGE CUSTOMERS DREAMS	(Application No. 88/662,960)	(Application filed 10/21/2019)
Saxco International, LLC	U.S.	WE PACKAGE CUSTOMERS DREAMS	(Application No. 88/662,964)	(Application filed 10/21/2019)
Saxco International, LLC	U.S.	WE PACKAGE CUSTOMERS DREAMS	Application No. 88/662,966)	(Application filed 10/21/2019)

Trade Names

Common Law Trademarks

Trademark Licenses