

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578838

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS AT R/F 6038/0475		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BNP Paribas S.A.		06/01/2020	Société Anonyme (Sa): FRANCE
RECEIVING PARTY DATA			
Name:	Albea Thomaston Inc.		
Street Address:	60 Electric Avenue		
City:	Thomaston		
State/Country:	CONNECTICUT		
Postal Code:	06787		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77206175	XD 11	
Serial Number:	74615020	THE CRIMPLESS SYSTEM	
Serial Number:	78604481	CRIMPLESS	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	jessica.bajada-silva@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP,C/O J. Bajada-Silva		
Address Line 1:	885 Third Ave		
Address Line 4:	New York City, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	036001-0059		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	06/01/2020		
Total Attachments: 4			
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**PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN
TRADEMARKS**

This PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “*Release*”) effective as of June 1, 2020, is made by BNP Paribas S.A., a French societe anonyme with an office at 16 Rue de Hanovre, Paris France 75002, as Security Agent for the Secured Parties (the “*Security Agent*”) in favor of Albea Thomaston Inc., a Delaware corporation with offices at 60 Electric Ave., Thomaston CT 06787 (“*Albea Thomaston*”). Capitalized terms not defined herein shall have the meaning ascribed to them, directly or by reference, in the IP Security Agreement (as defined below).

WHEREAS, pursuant to that certain Senior Facilities Agreement, dated as of April 12, 2017 (as may have been amended, amended and restated, supplemented or otherwise modified from time to time, the “*SFA*”), the Grantors (including Albea Thomaston) executed and delivered that certain Security Agreement, dated as of April 20, 2017, in favor of the Security Agent (as may have been amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”);

WHEREAS, pursuant to the Security Agreement, the Grantors (including Albea Thomaston) executed and delivered that certain Intellectual Property Security Agreement, dated August 20, 2017 in favor of the Security Agent (the “*IP Security Agreement*”), which was recorded in the United States Patent and Trademark Office on April 20, 2017 at Reel/Frame 6038/0475 (with respect to the security interest in Trademarks granted by Albea Thomaston);

WHEREAS, pursuant to the Security Agreement and the IP Security Agreement, each Grantor granted to the Security Agent, for the ratable benefit of the Secured Parties, a security interest (the “*Security Interest*”) in all of such Grantor’s right, title and interest in and to the Collateral; and

WHEREAS, the Collateral included (a) the Trademarks listed on Schedule A hereto, (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Albea Thomaston accruing thereunder or pertaining thereto, (c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, and (d) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing Collateral of or arising from any of the foregoing (the “*Released Trademark Collateral*”), and Albea Thomaston has requested that the Security Agent now terminate and release its Security Interest in the Released Trademark Collateral.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Security Agent hereby terminates, releases, cancels, relinquishes and discharges its Security Interest in the Released Trademark Collateral, and any right, title or interest


of the Security Agent in the Released Trademark Collateral, which had been granted to it by Albea Thomaston pursuant to the Security Agreement and the IP Security Agreement, without recourse to, or representation or warranty by, the Security Agent. For the avoidance of doubt, except as expressly set forth above, nothing herein shall affect the Security Interest held by the Security Agent in the Collateral other than the Released Trademark Collateral, or any other security interest pledged or granted by Albea Thomaston or the other Grantors to the Security Agent.

Albea Thomaston (and any successor to Albea Thomaston, including any person or entity hereafter holding any right, title or interest in and to the Released Trademark Collateral) is hereby authorized to record this Release with the United States Patent and Trademark Office, at Albea Thomaston's sole cost and expense.


[Signature Page Follows]

IN WITNESS WHEREOF, the Security Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BNP PARIBAS S.A., as Security Agent

By: 
Name: _____
Title:

Caroline Depalle
Head of Middle Office & Agency
Global Banking EMEA


Philippe LAUDE
Head of Transaction Management
Export Finance

[Signature Page to Partial Release of Security Interest in Trademarks]

TRADEMARK
REEL: 006949 FRAME: 0609

SCHEDULE A

Released Trademarks

Trademark	Database	Application Number	Registration Number	Application Date	Registration Date	Current Owner
XD 11	U.S. Federal	77206175	4038768	06/14/2007	10/11/2011	ALBEA THOMASTON INC.
THE CRIMPLESS SYSTEM	U.S. Federal	74615020	2014808	12/27/1994	11/12/1996	ALBEA THOMASTON INC.
CRIMPLESS	U.S. Federal	78604481	3178378	04/08/2005	11/28/2006	ALBEA THOMASTON INC. (f/k/a Rexam Beauty and Closures, Inc.)