

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM580825

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
E.J. McKernan Co.		05/31/2020	Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Bank of Nova Scotia		
<b>Street Address:</b>	40 King Street West		
<b>Internal Address:</b>	62nd Floor		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 3Y2		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3346383	PRECYCLE	
<b>Registration Number:</b>	2620549	QDP	
<b>Serial Number:</b>	87290143	JET DISPENSING	
<b>Registration Number:</b>	5028919	QUALITY DISCOUNT PACKAGING	
<b>Registration Number:</b>	5049316	MCKERNAN	
<b>Registration Number:</b>	3263758	PACKAGING CLEARING HOUSE	
<b>Registration Number:</b>	3219962	MCKERNAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128767934		
<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>			
<b>Phone:</b>	3128768000		
<b>Email:</b>	angelica.pogson@dentons.com		
<b>Correspondent Name:</b>	Dentons US LLP		
<b>Address Line 1:</b>	P.O. Box #061080		
<b>Address Line 2:</b>	Wacker Drive Station, Willis Tower		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Samuel Fifer		
<b>SIGNATURE:</b>	/Samuel Fifer/		

OP \$190.00 3346383

<b>DATE SIGNED:</b>	06/11/2020
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**Total Attachments: 5**

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**CONFIRMATION OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY**

**WHEREAS** The E.J. McKernan Co. (the "**Debtor**") is the owner of the intellectual property set forth in Schedule A hereto, the registrations and applications for the intellectual property identified therein and any underlying goodwill associated with such intellectual property (collectively, the "**Intellectual Property**");

**AND WHEREAS** the Debtor has delivered a subsidiary pledge and security agreement dated as of May 31, 2010 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") to The Bank of Nova Scotia (the "**Secured Party**"), and all terms used herein as defined terms shall have the respective meanings ascribed thereto in the Security Agreement;

**AND WHEREAS** pursuant to the Security Agreement, the Debtor pledges, assigns, mortgages, charges and hypothecates to the Secured Party and grants to the Secured Party a security interest in favour of the Secured Party in, *inter alia*, all intellectual property of the Debtor, including all patents, trademarks, trade names, business names, trade styles, logos and other business identifiers, copyrights, technology, inventions, industrial designs, know-how, trade secrets and other industrial and intellectual property in which the Debtor now or in the future has any right, title or interest, including the Intellectual Property (the "**Security Interest**");

**AND WHEREAS** the Debtor and the Secured Party desire to record this Confirmation with the Canadian Intellectual Property Office and the United States Patent and Trademark Office and such other applicable governmental intellectual property authorities as the Secured Party desires to provide third parties with notice of the grant of the Security Interest;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the terms and obligations set forth in the Security Agreement, the Debtor hereby confirms the granting of the Security Interest to the Secured Party.

The Debtor agrees that this Confirmation may be recorded with the Canadian Intellectual Property Office and the United States Patent and Trademark Office and such other applicable governmental intellectual property authorities as the Secured Party desires to provide notice to third parties of the Security Interest granted under the Security Agreement.

Notwithstanding the foregoing, nothing herein shall be deemed to supersede, nor shall anything herein be used for the purpose of interpreting, the Security Agreement, and this Confirmation is not intended to alter in any way the rights or obligations of the Debtor or the Secured Party set forth in the Security Agreement. For the avoidance of doubt, if the terms of this Confirmation conflict with the Security Agreement, the terms of the Security Agreement shall govern.

This Confirmation shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

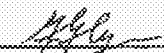
*[Remainder of page intentionally blank; signature page follows.]*

DATED as of the 31st day of May, 2020.

**DEBTOR:**

**THE E.J. McKERNAN CO.**

Per:   
Name: Enzo Di Gennaro  
Title: Chief Financial Officer

Per:   
Name: Gerry Glynn  
Title: Chief Executive Officer

I/We have the authority to bind the Debtor.

**SECURED PARTY:**

**THE BANK OF NOVA SCOTIA**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have the authority to bind the Secured Party.

DATED as of the 31st day of May, 2020.

**DEBTOR:**

**THE E.J. McKERNAN CO.**

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

I/We have the authority to bind the Debtor.

**SECURED PARTY:**

**THE BANK OF NOVA SCOTIA**

Per:  \_\_\_\_\_

Name: Domenic Arcuri

Title: Director, Execution, National Accounts

Per:  \_\_\_\_\_



Name: Aviv Haras

Title: Director, National Accounts



I/We have the authority to bind the Secured Party.

**SCHEDULE A  
INTELLECTUAL PROPERTY**

Canadian Trademarks

No.	Trademark	Application No.	Filing date	Registration No.	Reg. Date
1.	GL & DESIGN 	1465281	11-JAN-2010	TMA838141	10-DEC-2012
2.	GREAT LAKES & DESIGN 	1465282	11-JAN-2010	TMA838148	10-DEC-2012
3.	JET	1312933	15-AUG-2006	TMA739094	29-APR-2009
4.	KING	1307023	27-JUN-2006	TMA745511	17-AUG-2009

United States Trademarks

No.	Trademark	Application No.	Filing Date	Registration No.	Reg. Date
1.	PRECYCLE	77004700	21-SEP-2006	3346383	27-NOV-2007
2.	QDP	76251578	07-MAY-2001	2620549	17-SEP-2002
3.	JET DISPENSING 	87290143	05-JAN-2017	--	--
4.	QUALITY DISCOUNT PACKAGING 	86926136	02-MAR-2016	5028919	23-AUG-2016
5.	MCKERNAN	86912029	18-FEB-2016	5049316	27-SEP-2016
6.	PACKAGING CLEARING HOUSE	78878841	08-MAY-2006	3263758	10-JUL-2007
7.	MCKERNAN	78876561	04-MAY-2006	3219962	20-MAR-2007

United States Copyrights

No.	Title of Work	Type of Work	Copyright No.	Reg. Date
1.	E.J. McKernan Company Packaging clearing house catalog : buy : quality surplus packaging components & equipment : sell.	Serial	CSN0103238	1995
2.	E.J. McKernan Company Packaging clearing house catalog : buy : quality surplus packaging components & equipment : sell.	Serial	CSN0103238	1994
3.	E.J. McKernan Company Packaging clearing house catalog : buy : quality surplus packaging components & equipment : sell.	Serial	CSN0103238	1993