

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584864

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Accredo Packaging, Inc.		02/26/2020	Corporation: TEXAS
Advance Polybag (Nevada) Inc.		02/26/2020	Corporation: NEVADA
Advance Polybag (North East), Inc.		02/26/2020	Corporation: MARYLAND
Advance Polybag (Texas), Inc.		02/26/2020	Corporation: TEXAS
Alpine Plastics, Inc.		02/26/2020	Corporation: LOUISIANA
API Enterprises Inc.		02/26/2020	Corporation: OKLAHOMA
API Realty, LLC		02/26/2020	Limited Liability Company: TEXAS
API Group Holding, Inc.		02/26/2020	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Truist Bank (fka Branch Banking and Trust Company)
Street Address:	333 Clay Street
Internal Address:	Suite 3800
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	banking corporation: NORTH CAROLINA

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	88424776	API GROUP
Serial Number:	88033285	API
Serial Number:	88418517	QUICKTOTE
Serial Number:	78828516	API
Registration Number:	3100397	ADVANCE POLYBAG
Registration Number:	2666678	API
Registration Number:	2482542	API
Registration Number:	1809165	TOUCH N GO
Serial Number:	87531253	ACCREDOFLEX BREATHE-LITE

CH \$490.00 88424776

Property Type	Number	Word Mark
Registration Number:	5591722	ACCREDO
Serial Number:	87561545	ACCREDO PACKAGING
Serial Number:	86884435	CYCLEBACK
Serial Number:	86884432	CYCLEX
Registration Number:	4914745	CO2LLATION
Registration Number:	4258341	DESIGNED FOR SUSTAINABILITY.. BUILT FOR
Registration Number:	3735190	A A A ACCREDO PACKAGING
Registration Number:	3735189	A A A
Registration Number:	4392523	ACCREDOFLEX
Registration Number:	3722942	ACCREDO PACKAGING

CORRESPONDENCE DATA

Fax Number: 8883259116

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.

Email: jessica.davis@lockelord.com

Correspondent Name: Jessica Davis

Address Line 1: 2800 Financial Plaza

Address Line 2: Locke Lord LLP

Address Line 4: Providence, RHODE ISLAND 02903

ATTORNEY DOCKET NUMBER: 0026364.00046

NAME OF SUBMITTER: Jessica Davis

SIGNATURE: /JDavis/

DATE SIGNED: 07/06/2020

Total Attachments: 14

source=Truist BB&T.API.A&R IP Security Agreement#page1.tif
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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (this “IP Agreement”) is entered into as of February 26, 2020 by and among TRUIST BANK, a North Carolina banking corporation, formerly known as Branch Banking and Trust Company (“Bank”), ACCREDO PACKAGING, INC., a Texas corporation (“Accredo”), ADVANCE POLYBAG (NEVADA) INC., a Nevada corporation (“API NV”), ADVANCE POLYBAG (NORTH EAST), INC., a Maryland corporation (“API NE”), ADVANCE POLYBAG (TEXAS), INC., a Texas corporation (“API TX”), ALPINE PLASTICS, INC., a Louisiana corporation (“Alpine”), API ENTERPRISES INC., an Oklahoma corporation (“Enterprises”), API REALTY, LLC, a Texas limited liability company (“Realty”), and API GROUP HOLDING, INC., a Texas corporation (“ Holding”), together with Accredo, API NV, API NE, API TX, Alpine, Enterprises and Realty, each individually, a “Borrower” and collectively, “Borrowers”).

RECITALS

A. Bank has previously extended certain credit facilities to Borrowers, as evidenced by a certain loan agreement by and among the Borrowers named herein, ADVANCE POLYBAG, INC., a Louisiana corporation, certain guarantors party thereto, and Bank (as amended from time to time, the “Existing Loan Agreement”).

B. In connection with the Existing Loan Agreement, the Borrowers (other than Holdings) and Bank previously entered into that certain Intellectual Property Security Agreement dated as of February 5, 2014, which was recorded on March 11, 2014, under File No. 502715109, Reel No. 032401, Frame No. 0514, with the U.S. Patent and Trademark Office (as amended from time to time, the “Existing IP Agreement”).

C. Borrowers desire to amend and restate the Existing Loan Agreement on the terms on conditions set forth in that certain Second Amended and Restated Loan Agreement (Line of Credit) by and among Bank, Borrowers and the Guarantors (as defined therein) of even date herewith (as amended, restated, or otherwise modified from time to time, the “Loan Agreement”). As a condition to making the Loans and entering into the Loan Agreement, Bank has required that Borrowers amend and restate the Existing IP Agreement as hereinafter set forth.

D. To induce Bank to extend the Loans to Borrowers and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrowers execute and deliver this IP Agreement to Bank with the intention of being legally bound by its terms. Capitalized terms used herein are used as defined in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Borrower and Bank agrees as follows:

AGREEMENT

To secure its Obligations under the Loan Agreement and each other Loan Document now existing or hereafter arising between each Borrower and Bank, each Borrower grants to Bank a security

interest in all of such Borrower's right, title and interest in, its intellectual property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B, and C hereto) and all products and proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, dilutions, misappropriations, violations, misuse, breach and injury, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, the "IP Collateral"). Each Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. Each Borrower authorizes and requests that the Register of Copyrights, the Commissioner of Patents, the Commissioner of Trademarks and any other applicable governmental authority record this IP Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. This IP Agreement shall be construed in accordance with and governed by the laws of the State of Texas. This IP Agreement is a Loan Document. Each Borrower hereby acknowledges, confirms and agrees that Bank has and shall continue to have a security interest in and lien upon the IP Collateral heretofore granted to Bank pursuant to the Existing IP Agreement and the other Loan Documents to secure the Obligations, as well as any IP Collateral granted under this IP Agreement or under any of the other Loan Documents or otherwise granted to or held by Bank. The liens and security interests of Bank in the IP Collateral shall be deemed to be continuously granted and perfected from the earliest date of the granting and perfection of such liens and security interests, whether under the Loan Documents or this IP Agreement.


Each Borrower hereby acknowledges, confirms and agrees that: (i) the Existing IP Agreement and the other Loan Documents have been duly executed and delivered by such Borrower and are in full force and effect as of the date hereof and (ii) the agreements and obligations of Borrower contained in the Existing IP Agreement and the other Loan Documents constitute the legal, valid and binding obligations of such Borrower against it in accordance with their respective terms and such Borrower has no valid defense to the enforcement of such obligations, and (iii) Bank is entitled to all of the rights and remedies provided for in the Existing IP Agreement and the other Loan Documents.

Except as otherwise stated herein, as of the date hereof, the terms, conditions, agreements, covenants, representations and warranties set forth in the Existing IP Agreement and the other are hereby amended and restated in their entirety, and as so amended and restated, replaced and superseded, by the terms, conditions, agreements, covenants, representations and warranties set forth in this IP Agreement, except that nothing herein shall impair or adversely affect the continuation of the liability of the Borrowers for the Obligations heretofore granted, pledged and/or assigned to Bank. The amendment and restatement contained herein shall not, in any manner, be construed to constitute payment of, or impair, limit, cancel or extinguish, or constitute a novation in respect of, the liens and security interests securing the Obligations granted to Bank pursuant to the Existing IP Agreement which shall not in any manner be impaired, limited, terminated, waived or released.


IN WITNESS WHEREOF, the parties have caused this IP Agreement to be duly executed by its officers thereunto duly authorized to be effective as of the first date written above.

BORROWERS:

ACCREDITO PACKAGING, INC.
ADVANCE POLYBAG (NEVADA) INC.
ADVANCE POLYBAG (NORTH EAST), INC.
ADVANCE POLYBAG (TEXAS), INC.
ALPINE PLASTICS, INC.
API ENTERPRISES INC.
API GROUP HOLDING, INC.


By: 
Name: CHINH T. NGUYEN
Title: PRESIDENT

API REALTY, LLC

By: 
Name: CHINH T. NGUYEN
Title: MANAGING MEMBER

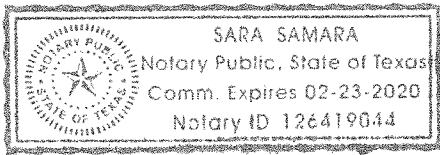
BANK:

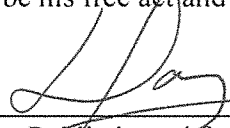
TRUIST BANK,
a North Carolina banking corporation

By: 
Name: Lilly Carter
Title: _____

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

Before me, the undersigned, a Notary Public, on this 13th day of February, 2020, personally appeared CHINH T. NGUYEN, to me known personally, who, being by me duly sworn, did say that he is the PRESIDENT of ACCREDO PACKAGING, INC. and that said Amended and Restated Intellectual Property Security Agreement was signed on behalf of such grantor, by authority of its board of directors or analogous body, and the said CHINH T. NGUYEN acknowledged said instrument to be his free act and deed.



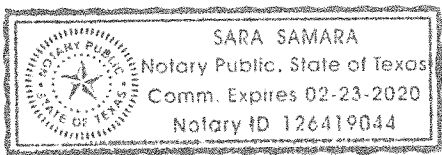


Notary Public in and for
the State of TEXAS

My Commission Expires: 02-23-2020

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

Before me, the undersigned, a Notary Public, on this 13th day of February, 2020, personally appeared CHINH T. NGUYEN, to me known personally, who, being by me duly sworn, did say that he is the PRESIDENT of ADVANCE POLYBAG (NEVADA) INC. and that said Amended and Restated Intellectual Property Security Agreement was signed on behalf of such grantor, by authority of its board of directors or analogous body, and the said CHINH T. NGUYEN acknowledged said instrument to be his free act and deed.



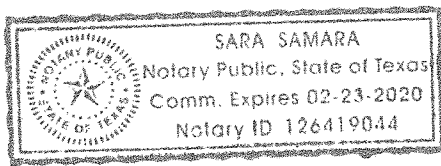


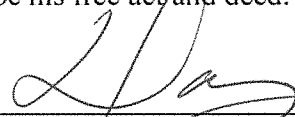
Notary Public in and for
the State of TEXAS

My Commission Expires: 02-23-2020

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

Before me, the undersigned, a Notary Public, on this 13th day of February, 2020, personally appeared CHINH T. NGUYEN, to me known personally, who, being by me duly sworn, did say that he is the PRESIDENT of ADVANCE POLYBAG (NORTH EAST) INC. and that said Amended and Restated Intellectual Property Security Agreement was signed on behalf of such grantor, by authority of its board of directors or analogous body, and the said CHINH T. NGUYEN acknowledged said instrument to be his free act and deed.



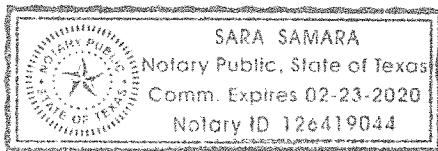


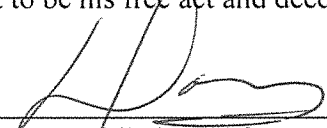
Notary Public in and for
the State of TEXAS

My Commission Expires: 02-23-2020

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

Before me, the undersigned, a Notary Public, on this 13th day of February, 2020, personally appeared CHINH T. NGUYEN, to me known personally, who, being by me duly sworn, did say that he is the PRESIDENT of ADVANCE POLYBAG (TEXAS) INC. and that said Amended and Restated Intellectual Property Security Agreement was signed on behalf of such grantor, by authority of its board of directors or analogous body, and the said CHINH T. NGUYEN acknowledged said instrument to be his free act and deed.



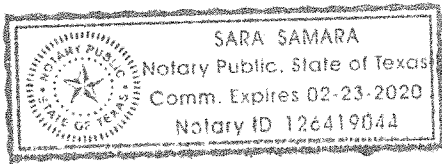


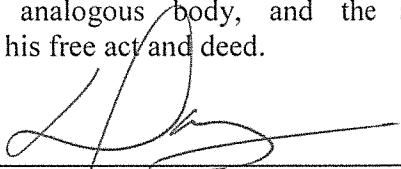
Notary Public in and for
the State of TEXAS

My Commission Expires: 02-23-2020

STATE OF TEXAS §
§
COUNTY OF FRONT BEND §

Before me, the undersigned, a Notary Public, on this 13th day of February, 2020, personally appeared CHINH T. NGUYEN, to me known personally, who, being by me duly sworn, did say that he is the PRESIDENT of ALPINE PLASTICS, INC. and that said Amended and Restated Intellectual Property Security Agreement was signed on behalf of such grantor, by authority of its board of directors or analogous body, and the said CHINH T. NGUYEN acknowledged said instrument to be his free act and deed.



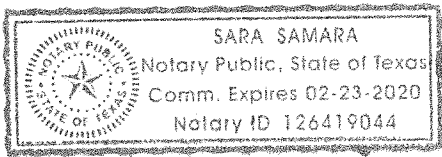


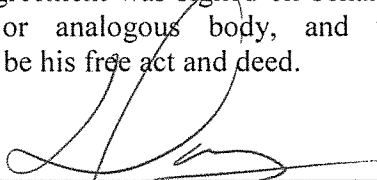
Notary Public in and for
the State of TEXAS

My Commission Expires: 02-23-2020

STATE OF TEXAS §
§
COUNTY OF FRONT BEND §

Before me, the undersigned, a Notary Public, on this 13th day of February, 2020, personally appeared CHINH T. NGUYEN, to me known personally, who, being by me duly sworn, did say that he is the PRESIDENT of API ENTERPRISES INC. and that said Amended and Restated Intellectual Property Security Agreement was signed on behalf of such grantor, by authority of its board of directors or analogous body, and the said CHINH T. NGUYEN acknowledged said instrument to be his free act and deed.



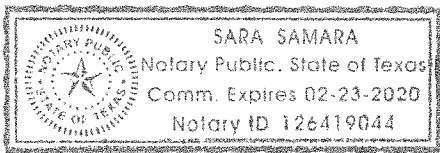


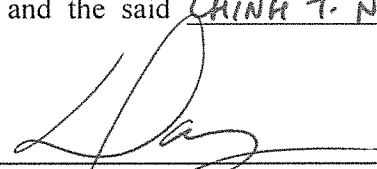
Notary Public in and for
the State of TEXAS

My Commission Expires: 02-23-2020

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

Before me, the undersigned, a Notary Public, on this 13th day of February, 2020, personally appeared CHINH T. NGUYEN, to me known personally, who, being by me duly sworn, did say that he is the MANAGING MEMBER of API REALTY, LLC and that said Amended and Restated Intellectual Property Security Agreement was signed on behalf of such grantor, by authority of its board of directors or analogous body, and the said CHINH T. NGUYEN acknowledged said instrument to be his free act and deed.



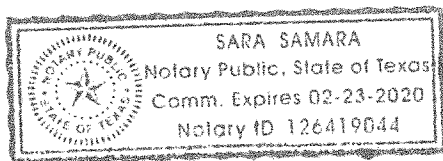


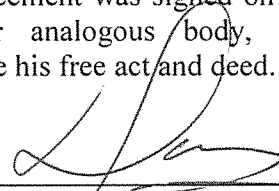
Notary Public in and for
the State of TEXAS

My Commission Expires: 02-23-2020

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

Before me, the undersigned, a Notary Public, on this 13th day of February, 2020, personally appeared CHINH T. NGUYEN, to me known personally, who, being by me duly sworn, did say that he is the PRESIDENT of API GROUP HOLDING, Inc. and that said Amended and Restated Intellectual Property Security Agreement was signed on behalf of such grantor, by authority of its board of directors or analogous body, and the said CHINH T. NGUYEN acknowledged said instrument to be his free act and deed.





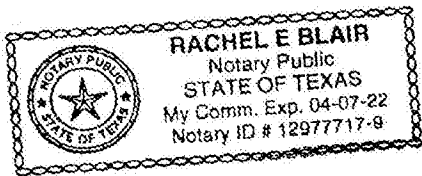
Notary Public in and for
the State of TEXAS

My Commission Expires: 02-23-2020

STATE OF Texas §

COUNTY OF Harris §

Before me, the undersigned, a Notary Public, on this 19th day of February, ²⁰²⁰~~2019~~, personally appeared Lilly Cullen, to me known personally, who, being by me duly sworn, did say that she is the Vice President of TRUIST BANK, and that said Amended and Restated Intellectual Property Security Agreement was signed on behalf of such grantor, by authority of its board of directors or analogous body, and the said Lilly Cullen acknowledged said instrument to be his free act and deed.



Rachel E. Blair

Notary Public in and for
the State of Texas

My Commission Expires: 4/7/22

SCHEDULE A

COPYRIGHTS

None.

SCHEDULE B

PATENTS

ASSIGNEE	SERIAL NO.	FILING DATE	PUBL. NO.	PUBL. DATE	PATENT NO.	ISSUE DATE	STATUS
ADVANCE POLYBAG, INC.	11/962,347	12/21/2007	2008/0149785	06/26/2008	7,850,018	12/14/2010	Cancelled / Expired
ADVANCE POLYBAG, INC.	11/863,235	09/27/2007	2008/0053929	03/06/2008	7,850,014	12/14/2010	Cancelled / Expired
ADVANCE POLYBAG, INC.	10/837,884	05/03/2004	2004/0256279	12/23/2004	7,287,654	10/30/2007	Cancelled / Expired
ADVANCE POLYBAG, INC.	10/607,437	06/26/2003	N/A	N/A	7,128,251	10/31/2006	Cancelled / Expired
ADVANCE POLYBAG, INC.	09/978,738	10/16/2001	N/A	N/A	6,729,483	05/04/2004	Cancelled / Expired
ADVANCE POLYBAG, INC.	29/167,962	09/24/2002	N/A	N/A	D487561	03/16/2004	Expired
ADVANCE POLYBAG, INC.	29/120,858	03/28/2000	N/A	N/A	D435379	12/26/2000	Expired
ADVANCE POLYBAG, INC.	10/340,235	01/10/2003	N/A	N/A	6,651,832	11/25/2003	Cancelled / Expired
ADVANCE POLYBAG, INC.	29/120,859	03/28/2000	N/A	N/A	D433857	11/21/2000	Expired
ADVANCE POLYBAG, INC.	09/596,768	06/19/2000	N/A	N/A	6,505,750	01/14/2003	Cancelled / Expired

SCHEDULE C
TRADEMARKS

API Group Holding, Inc. U.S. Registered/Pending Trademarks

<u>Mark</u>	<u>Application #</u>	<u>Registration #</u>	<u>Class(es)</u>	<u>Issue Date</u>	<u>Renewal Date</u>
API GROUP	88424776	(Pending -Allowed)	035	n/a	n/a

Advance Polybag, Inc. U.S. Registered/Pending Trademarks

<u>Mark</u>	<u>Application #</u>	<u>Registration #</u>	<u>Class(es)</u>	<u>Issue Date</u>	<u>Renewal Date</u>
API	88033285	(Pending-Allowed)	040	n/a	n/a
QUICKTOTE	88418517	(Pending-Allowed)	016,018	n/a	n/a
API	78828516	3204609	040	02/06/07	02/06/27
ADVANCE POLYBAG	78589272	3100397	040	06/06/06	06/06/26
API	78112932	2666678	016	12/24/02	12/24/22
API (world Logo)	78027600	2482542	016	08/28/01	08/28/21
TOUCH N GO	74369984	1809165	016	12/07/93	12/07/23

Accredo Packaging, Inc

US Registered/Pending Trademarks

<u>Mark</u>	<u>Application #</u>	<u>Registration #</u>	<u>Class(es)</u>	<u>Issue Date</u>	<u>Renewal Date</u>
ACCREDOFLEX BREATHE-LITE	87531253	(Pending-Allowed)	16, 17, 40	n/a	n/a
ACCREDO (and design)	87676343	5591722	16, 17, 40	10/23/18	10/23/24
ACCREDO PACKAGING	87561545	(Pending-Allowed)	16,17,40	n/a	n/a
CYCLEBACK	86884435	(Pending-Allowed)	16	n/a	n/a
CYCLEX	86884432	(Pending-Allowed)	16	n/a	n/a
CO2LLATION	86418246	4914745	40	03/08/16	03/08/22
DESIGNED FOR SUSTAINABILITY.	85271643	4258341	40	12/11/12	12/11/22

ACCREDO PACKAGING (and design)	77680378	3735190	17,40	01/05/10	01/05/30
AAA (logo)	77680349	3735189	17,40	01/05/10	01/05/30
ACCREDOFLEX	77844506	4392523	17,40	08/27/13	08/27/23
ACCREDO PACKAGING	77327567	3722942	17,40	12/08/09	12/08/29

Madrid Protocol/WIPO International TM Registrations

<u>Mark</u>	<u>Application #</u>	<u>Registration #</u>	<u>Class(es)</u>	<u>Issue Date</u>	<u>Renewal Date</u>
ACCREDO PACKAGING*	77327567	1020047	17,40	10/21/09	10/21/19 (filed)
ACCREDO**	87676343	1415681	16,40	05/08/18	05/08/28
AAA (logo)**	77680349	1335925	16,40	10/07/16	10/07/26

* WIPO International Registration designating Australia, Belarus, Switzerland, China, Cuba, Egypt, European Union, Georgia, Croatia, Iran, Iceland, Japan, Cambodia, Kenya, Lao, Morocco, Mongolia, Norway, New Zealand, Serbia, Russian Federation, Singapore, Turkey, Ukraine, Viet Nam.

** WIPO International Registration designating Australia, Belarus, Switzerland, China - (provisional refusal, expect to overcome), Cuba, Egypt, European Union, United Kingdom, Georgia, Indonesia, Israel, Iran, Japan, Cambodia, Korean (N), Korea (S) - (provisional refusal, expect to overcome), Lao, Mongolia, Mexico, Norway, New Zealand, Philippines - (provisional refusal, expect to overcome), Russian Federation, Singapore, Thailand, Turkey, Ukraine, Viet Nam.

*** WIPO International Registration designating Australia, Belarus, Switzerland, China, Cuba, Egypt, European Union, United Kingdom, Georgia, Indonesia, Israel, Iceland, Japan, Kenya, Korea (S), Cambodia, Korea (S), Lao, Morocco, Mexico, Norway, New Zealand, Philippines, Russia, Singapore, Turkey, Ukraine, Viet Nam.

Foreign Trademark Registrations

<u>Mark</u>	<u>Country</u>	<u>Application #</u>	<u>Registration #</u>	<u>Class(es)</u>	<u>Issue Date</u>	<u>Renewal Date</u>	<u>Agent</u>
ACCREDO	Malaysia	2018060977	(Pending-allowed)	16	n/a		Henry Goh
ACCREDO	Malaysia	2018060978	(Pending-allowed)	40	n/a		Henry Goh
ACCREDO	Mexico	2100391	1986001	40	03/28/19	06/28/22	WJB & CIA
ACCREDO	Mexico	2100390	1986000	16	03/28/19	06/28/22	WJB & CIA
ACCREDO	Taiwan	107032632	01972826	16,40	02/15/19	02/15/29	Henry Goh
ACCREDO PACKAGING	Argentina	2959812	2397933	40	10/01/10	10/01/20	WJB & CIA
ACCREDO PACKAGING	Brazil	830443495	830443495	40	09/18/12	09/18/22	Daniel Advogados
ACCREDO PACKAGING	Brazil	830443487	830443497	17	09/18/12	09/18/22	Daniel Advogados
ACCREDO PACKAGING	Canada	1457326	1457326	17,40	05/13/11	05/13/26	Norton Rose
ACCREDO PACKAGING	India	1879366	1879366	17,40	03/21/11	11/03/19*	DP Aluja

ACCREDITO PACKAGING	Indonesia	D002016064012	HDM000610144	17,40	12/23/16	12/23/26	Henry Goh
ACCREDITO PACKAGING	Malaysia	09019437	09019437	40	04/08/11	11/04/19*	Henry Goh
ACCREDITO PACKAGING	Malaysia	09019436	09019436	17	04/08/11	11/04/19*	Henry Goh
ACCREDITO PACKAGING	Mexico	1047154	1157041	17	11/12/09	11/12/19*	WJB & CIA
ACCREDITO PACKAGING	Mexico	1047155	1157255	40	11/12/09	11/12/19*	WJB & CIA
ACCREDITO PACKAGING	Myanmar	4/2710/2017	4/2710/2017	17,40	03/16/17	03/15/20	Henry Goh
ACCREDITO PACKAGING	Philippines	4/2016/00506454	4/2016/00506454	16,40	04/06/17	04/06/27	Henry Goh
ACCREDITO PACKAGING	South Africa	2009/21903	2009/21903	17	09/26/11	11/03/19*	DM Kisch
ACCREDITO PACKAGING	South Africa	2009/21904	2009/21904	40	09/26/11	11/03/19*	DM Kisch
ACCREDITO PACKAGING	Taiwan	105078059	01866411	16,40	09/01/17	08/31/27	Henry Goh
ACCREDITO PACKAGING	Thailand	160120149	181124887	17	12/23/16	12/23/26	Henry Goh
ACCREDITO PACKAGING	Thailand	160120150	181124353	40	12/23/16	12/23/26	Henry Goh
ACCREDITO	Vietnam	4-2016-25648	318661	17,40	04/19/19	08/19/26	Datin Assoc (Hanoi)
ACCREDITO ASIA PKG (logo)	Vietnam	4-2016-24649	318662	17,40	04/19/19	08/19/26	Datin Assoc (Hanoi)

* Renewal filed
