

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM585300

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
C. P. Converters, Inc.		07/02/2020	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	111 West Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88802383	CP GREENSTREAM	
Serial Number:	88798216	CP GREEN STREAM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	415-591-1000		
Email:	trademarkssf@winston.com		
Correspondent Name:	Laura M. Franco		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Laura M. Franco		
SIGNATURE:	/Laura M. Franco/		
DATE SIGNED:	07/08/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of July 2, 2020 (this "Agreement") is made between C.P. CONVERTERS, INC. a Delaware corporation (the "Company"), and BANK OF MONTREAL ("BMO"), as Administrative Agent (as defined below).

W I T N E S S E T H :

WHEREAS, the Company, C.P. Converters Acquisition, Inc., various financial institutions and BMO, as administrative agent (in such capacity, the "Administrative Agent"), have entered into a Credit Agreement dated as of December 20, 2012 (as amended, restated or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Company and various of its affiliates from time to time parties thereto have entered into a Security Agreement dated as of December 20, 2012, with the Administrative Agent for the benefit of itself and the other Credit Providers (as amended, supplemented, restated, replaced or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, the Security Agreement requires the Company to execute and deliver this Agreement.

NOW, THEREFORE, for and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. To secure payment of all of the Secured Obligations, the Company hereby grants to the Administrative Agent, for the benefit of the Credit Providers, a lien on and security interest in, and acknowledges and agrees that the Administrative Agent has and shall continue to have, for the benefit of the Credit Providers, a continuing lien on and security interest in, all right, title and interest, whether now owned or existing or hereafter created, acquired or arising, in and to the following Collateral (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks and trademark applications (collectively, "Trademarks"), in each case now existing anywhere in the world or hereafter adopted or acquired, including those referred to in Attachment 1 hereto;

(b) all reissues, reexaminations, extensions or renewals of any of the items described in clause (a); and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Company against third parties for past, present, or future infringement of any Trademark, or for enforcement of any Trademark.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Company for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each other Credit Provider pursuant to the Security Agreement. The

Security Agreement (and all rights and remedies of the Administrative Agent and each other Credit Provider thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Release of Security Interest. Upon the date on which all of the Secured Obligations (other than L/C Obligations that have been fully Cash Collateralized and contingent indemnification obligations to the extent no claim giving rise thereto has been asserted) have been paid in full in cash and each Lender's Commitment has been terminated, the Administrative Agent shall, at the Company's expense, execute and deliver to the Company all instruments and other documents, and take all other actions reasonably requested by the Company, as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder and to record such release in the United States Patent and Trademark Office.

SECTION 5. Acknowledgment. The Company hereby further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the lien on and security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

C.P. CONVERTERS, INC.

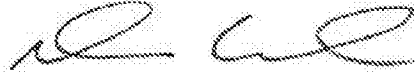
By: 

Name: Michael Hoffman
Title: Chief Executive Officer

Address:

C.P. Converters, Inc.
15 Grumbacher Road
York, PA 17406
Tel: (717) 764-1193
Fax: (717) 764-2039
Email: mhoffman@cpflexpack.com

BANK OF MONTREAL, as Administrative Agent



By: _____

Name: Dan Weeks

Its: Managing Director

Address:

Bank of Montreal
111 West Monroe
Chicago, Illinois 60603
Attention: Dan M. Weeks
Facsimile No.(312) 461-2591
Telephone No(312)461-1533
Email: Dan.weeks@bmo.com

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006993 FRAME: 0300

ATTACHMENT 1
to Trademark Security Agreement

Trademarks Issued

<u>Owner</u>	<u>Trademark No.</u>	<u>Country</u>	<u>Governmental Authority</u>	<u>Title</u>	<u>Status</u>
C.P. Converters, Inc.	88802383	US	USPTO	CP GreenStream (CROSS, STANDARD CHARACTER MARK, WORD)	Intent to Use
C.P. Converters, Inc.	88798216	US	USPTO	Green Stream (DESIGN PLUS WORDS, LETTERS AND/OR NUMBERS)	Intent to Use

Trademark Applications

<u>Owner</u>	<u>Trademark No.</u>	<u>Country</u>	<u>Governmental Authority</u>	<u>Title</u>	<u>Status</u>
N/A					