

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM590206

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GRAHAM PACKAGING COMPANY, L.P.		08/04/2020	Limited Partnership: DELAWARE
GRAHAM PACKAGING PET TECHNOLOGIES INC.		08/04/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS ADMINISTRATIVE AGENT
Street Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	999674	G
Registration Number:	2036459	G
Registration Number:	2900558	SURSHOT
Registration Number:	3024256	SURSHOT
Registration Number:	1726798	BOTTLES-TO-BOTTLES RECYCLING
Registration Number:	2936711	MONOSORB
Registration Number:	3632387	ESCAPE
Registration Number:	3708311	G-LITE
Registration Number:	3863196	GRAHAM PACKAGING
Registration Number:	3810790	THERMASET
Registration Number:	4752818	AEROPET
Registration Number:	4884465	AEROPET

CORRESPONDENCE DATA

Fax Number:

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.

TRADEMARK

Phone: 2023704750
Email: ipteam@coagencyglobal.com
Correspondent Name: Jennifer Tindie
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1250958

NAME OF SUBMITTER: Mackenzie Korf

SIGNATURE: /Mackenzie Korf/

DATE SIGNED: 08/04/2020

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of August 4, 2020 (this “**Agreement**”), among Graham Packaging Company, L.P., Graham Packaging PET Technologies Inc. (each, a “**Grantor**”) and Credit Suisse AG, Cayman Islands Branch (“**Credit Suisse**”), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of August 4, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The Lenders have extended credit to GPC Merger Sub Inc., a Delaware corporation (“**Merger Sub**”), as initial borrower, whose rights and obligations under the Loan Documents will, upon consummation of the Merger, be assumed by Graham Packaging Company Inc., a Delaware corporation (the “**Borrower**”) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of August 4, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Credit Agreement**”), by and among, Merger Sub, the Borrower, the lenders from time to time party thereto and Credit Suisse, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the foregoing;
- C. the right to sue third parties for past, present and future infringements of the foregoing; and
- D. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (D) above, this Agreement shall not constitute a grant of a security interest in any Excluded Assets, including any “intent-to-use” Trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement. Each of the parties to this Agreement represents and warrants to the other parties that it has the corporate capacity and authority to execute this Agreement through electronic means and there are no restrictions for doing so in that party's constitutive documents.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


GRAHAM PACKAGING COMPANY, L.P.

By: GPC OPCO GP LLC, its general partner

By: 

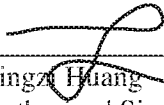
Name: Tracee Auld
Title: Secretary

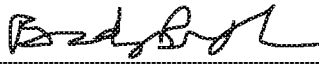
GRAHAM PACKAGING PET TECHNOLOGIES INC.

By: 

Name: Tracee Auld
Title: Secretary

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Collateral Agent

By: 
Name: Lingzi Huang
Title: Authorized Signatory

By: 
Name: Brady Bingham
Title: Authorized Signatory

SCHEDULE I

REGISTERED U.S. TRADEMARKS

REGISTERED OWNER	REGISTRATION NO.	TRADEMARK
Graham Packaging Company, L.P - (GRAH)	999674	"G" STYLIZED IN A RECTANGLE
Graham Packaging Company, L.P - (GRAH)	2036459	"G" STYLIZED
Graham Packaging PET Technologies Inc - (GPPET)	2900558	SURSHOT
Graham Packaging PET Technologies Inc - (GPPET)	3024256	SURSHOT
Graham Packaging Company, L.P - (GRAH)	1726798	BOTTLE-TO-BOTTLES RECYCLING & DESIGN
Graham Packaging Company, L.P - (GRAH)	2936711	MONOSORB
Graham Packaging Company, L.P - (GRAH)	3632387	ESCAPE
Graham Packaging Company, L.P - (GRAH)	3708311	G-LITE
Graham Packaging Company, L.P - (GRAH)	3863196	GRAHAM PACKAGING
Graham Packaging PET Technologies Inc - (GPPET)	3810790	THERMASET
Graham Packaging Company, L.P - (GRAH)	4752818	AEROPET
Graham Packaging Company, L.P - (GRAH)	4884465	AEROPET & Design

U.S. TRADEMARK APPLICATIONS

None.

EXHIBIT A

[FORM OF] TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT is entered into as of [●] (this “Trademark Security Agreement Supplement”), among [●] ([each, a][the] “Grantor”) and Credit Suisse AG, Cayman Islands Branch (“Credit Suisse”), as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of August 4, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Collateral Agent. The Lenders have extended credit to GPC Merger Sub Inc., a Delaware corporation (“Merger Sub”), as initial borrower, whose rights and obligations under the Loan Documents will, upon consummation of the Merger, be assumed by Graham Packaging Company Inc., a Delaware corporation (the “Borrower”) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of August 4, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among, Merger Sub, the Borrower, the lenders from time to time party thereto and Credit Suisse, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement, the [Grantor][Grantors] and the Collateral Agent have entered into that certain Trademark Security Agreement, dated as of August 4, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Trademark Security Agreement”). Under the terms of the Security Agreement, [each][the] Grantor has granted to the Collateral Agent for the benefit of the Secured Parties as security interest in the Additional Trademark Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Trademark Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Trademark Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, [each][the] Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of [such][the] Grantor and regardless of where located (collectively, the “Additional Trademark Collateral”):

- A. the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the foregoing;
- C. the right to sue third parties for past, present and future infringements of the foregoing; and
- D. all proceeds of and rights associated with the foregoing;

Exhibit A

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (D) above, this Trademark Security Agreement Supplement shall not constitute a grant of a security interest in any Excluded Assets, including any “intent-to-use” Trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. **[Each][The]** Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement Supplement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. Any signature to this Trademark Security Agreement Supplement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Trademark Security Agreement Supplement. Each of the parties to this Trademark Security Agreement Supplement represents and warrants to the other parties that it has the corporate capacity and authority to execute this Trademark Security Agreement Supplement through electronic means and there are no restrictions for doing so in that party’s constitutive documents.

[Signature Pages Follow]

Exhibit A

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement Supplement as of the day and year first above written.

[•]

By: _____

Name: [•]

Title: [•]

Exhibit A

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

Exhibit A

SCHEDULE I

REGISTERED U.S. TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK

U.S. TRADEMARK APPLICATIONS

APPLICANT	SERIAL NO.	TRADEMARK

Exhibit A