

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM612223

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Intellectual Property (First Lien)
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Packaging Coordinators, LLC		11/30/2020	Limited Liability Company: DELAWARE
ANDERSONBRECON INC.		11/30/2020	Corporation: ILLINOIS
PACKAGING COORDINATORS, INC.		11/30/2020	Corporation: DELAWARE
SHERPA CLINICAL PACKAGING, LLC		11/30/2020	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC, as Collateral Agent
Street Address:	520 Madison Avenue, 16th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3412228	HINGEPAC
Registration Number:	3998324	ASSURADOSE
Registration Number:	3554547	CIAB
Registration Number:	3561501	COMPLIANCE IN A BOTTLE
Registration Number:	4002596	DURAPAC
Registration Number:	3994132	INTUIDOSE
Registration Number:	3998325	INTUIPAC
Registration Number:	5165246	PCI PHARMA SERVICES
Registration Number:	4156980	SHERPA CLINICAL PACKAGING
Registration Number:	4121866	THE COMPLETE PACKAGE
Registration Number:	5417251	ON-TIME, ON-TEMPERATURE
Registration Number:	5529216	CLINICAL SUPPLY DELIVERED ON-TIME, ON-TE

OP \$315.00 3412228

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.

Phone: 800-494-5225**Email:** ipteam@cogencyglobal.com**Correspondent Name:** Stewart Walsh**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:	1297236 TM L1
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	12/03/2020

Total Attachments: 5

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Notice of Grant of Security Interest in Intellectual Property

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of November 30, 2020 (this “Notice”), made by Packaging Coordinators, Inc., a Delaware corporation, Packaging Coordinators, LLC, a Delaware limited liability company, AndersonBrecon Inc., an Illinois limited liability company and Sherpa Clinical Packaging, LLC, a California limited liability company (each a “Pledgor”), in favor of Jefferies Finance LLC, as Collateral Agent (as defined below).

Reference is made to the U.S. Collateral Agreement (First Lien), dated as of November 30, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Packaging Coordinators Midco, Inc., a Delaware corporation (following consummation of the Merger, the “Borrower”), KPCI Merger Sub, Inc., a Delaware corporation (“Merger Sub”), each Subsidiary Loan Party from time to time thereto and Jefferies Finance LLC, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. **Grant of Security Interest.** As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. **Collateral 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 Collateral Agreement. Each Pledgor 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 Collateral 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 Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

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

PACKAGING COORDINATORS, LLC, as a Pledgor

DocuSigned by:
Salim Haffar
2614B3D530A9466...

By: _____
Name: Salim Haffar
Title: Chief Executive Officer

ANDERSONBRECON INC., as a Pledgor

DocuSigned by:
Salim Haffar
2614B3D530A9466...

By: _____
Name: Salim Haffar
Title: Chief Executive Officer

PACKAGING COORDINATORS, INC., as a Pledgor

DocuSigned by:
Salim Haffar
2614B3D530A9466...

By: _____
Name: Salim Haffar
Title: Chief Executive Officer

SHERPA CLINICAL PACKAGING, LLC, as a Pledgor

DocuSigned by:
Salim Haffar
2614B3D530A9466...


By: _____
Name: Salim Haffar
Title: Chief Executive Officer

JEFFERIES FINANCE LLC,
as Collateral Agent,

By: 
Name: Jason Kennedy
Title: Managing Director

Schedule I
to Notice of Grant of Security Interest (First Lien) in Trademarks

Registered Trademarks:

Country	Trademark	Reg. Number	Reg. Date	Owner
US	HINGEPAK	3,412,228	15-Apr-2008	Packaging Coordinators, LLC
US	ASSURADOSE (stylized and/or with Design)	3,998,324	19-Jul-2011	AndersonBrecon Inc.
US	CIAB	3,554,547	30-Dec-2008	AndersonBrecon Inc.
US	COMPLIANCE IN A BOTTLE	3,561,501	13-Jan-2009	AndersonBrecon Inc.
US	DURAPAC (stylized and/or with Design)	4,002,596	26-Jul-2011	AndersonBrecon Inc.
US	INTUIDOSE (stylized and/or with Design)	3,994,132	12-Jul-2011	AndersonBrecon Inc.
US	INTUIPAC (stylized and/or with Design)	3,998,325	19-Jul-2011	AndersonBrecon Inc.
US	PCI Pharma Services	5,165,246	21-Mar-2017	Packaging Coordinators, Inc.
US	 (stylized and/or with Design)	4,156,980	12-June-2012	Sherpa Clinical Packaging, LLC
US	The Complete Package	4,121,866	03-April-2012	Sherpa Clinical Packaging, LLC
US	On-Time, On-Temperature	5,417,251	06-March-2018	Sherpa Clinical Packaging, LLC
US	Clinical Supply Delivered On-Time, On-Temperature	5,529,216	31-July-2018	Sherpa Clinical Packaging, LLC