ETAS ID: TM614835

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks recorded at R/F 6172/0621	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Antares Capital, LP, as Collateral Agent		12/15/2020	Limited Partnership: DELAWARE

### **RECEIVING PARTY DATA**

Name:	PolyFirst Packaging, Inc.	
Street Address:	2261 Innovation Way	
City:	Hartford	
State/Country:	WISCONSIN	
Postal Code:	53027	
Entity Type:	Corporation: WISCONSIN	

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark		
Registration Number:	2688077	SPEEDY PAC		
Registration Number:	2364263	FUL-WRAP		

### **CORRESPONDENCE DATA**

2127514864 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: 2129061216

Email: angela.amaru@lw.com

Latham & Watkins LLP c/o Angela M. Amaru **Correspondent Name:** 

Address Line 1: 885 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	057121-0198	
NAME OF SUBMITTER:	Angela M. Amaru	
SIGNATURE:	/s/ Angela M. Amaru	
DATE SIGNED:	12/16/2020	

#### **Total Attachments: 3**

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#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of December 15, 2020 (the "Effective Date"), is made by Antares Capital LP, in its capacity as Collateral Agent (the "Agent"), in favor of PolyFirst Packaging, Inc. ("Grantor"). All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Trademark Security Agreement (as defined below).

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of November 18, 2016, by and among the Agent, the Grantor and certain other parties thereto (as may have been amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), the Grantor executed delivered that certain Trademark Security Agreement, dated as of September 28, 2017 (the "Trademark Security Agreement"), which was recorded with the United States Patent and Trademark Office on October 4, 2017 at Reel/Frame 6172/0621:

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor pledged and granted to the Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all right, title or interest in or to any and all of the following (other than Excluded Assets): (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, then existing or thereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor; and (ii) all goodwill connected with the use thereof and symbolized thereby, (iii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements, dilution or other violations thereof, (iv) all rights corresponding to the foregoing throughout the world, and (v) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing (the "Trademark Collateral"); and

WHEREAS, the Agent and the Grantor desire the Security Interest in the Trademark Collateral to be released.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, without recourse to the Agent or representation or warranty of any kind, hereby (i) terminates and cancels the Trademark Security Agreement, and (ii) releases, discharges, terminates and cancels the Security Interest in the Trademark Collateral and any and all of its right, title and interest in and to the Trademark Collateral, including any and all goodwill relating to the same, and assigns, transfers and conveys to Grantor any and all of its rights, title and interests in the Trademark Collateral. Grantor, or any successor to the Grantor (including any person or entity hereafter having any right, title or interest in or to the Trademark Collateral), is hereby authorized to record this Release in the United States Patent and Trademark Office. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

ANTARES CAPITAL LP,

as Collateral Agent

Name: Matt McLure

Title: Duly Authorized Signatory

[Signature Page – Release of Security Interest in Trademarks]

# SCHEDULE A

# TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark		Serval No. Titler Date	Res. Date	Owner
SPERRY PAC	Vaind States	76.382.813/ July 10. 3001	1,688,077/ February 8, 2003	PolyFirst Pockaging, line
913W9A9	Upited States	75,682,051/ April 12, 1999	2,364,263 / 3x8y 4, 2000	PolyFirst Packaging, Inc.

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**RECORDED: 12/16/2020**