

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616849

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE SPECIALIZED PACKAGING GROUP, INC.		12/18/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILVER POINT FINANCE, LLC, as Administrative Agent		
Street Address:	2 Greenwich Plaza		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2340984	SPG	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	37754.00027		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	12/28/2020		
Total Attachments: 5			
source=05c. PaperWorks - The Specialized Packaging Group, Inc- Trademark IPSA (Dec-18-20)_(73111410_1)#page1.tif			
source=05c. PaperWorks - The Specialized Packaging Group, Inc- Trademark IPSA (Dec-18-20)_(73111410_1)#page2.tif			

CH \$40.00 2340984

source=05c. PaperWorks - The Specialized Packaging Group, Inc- Trademark IP
(Dec-18-20)_ (73111410_1)#page3.tif

source=05c. PaperWorks - The Specialized Packaging Group, Inc- Trademark IP
(Dec-18-20)_ (73111410_1)#page4.tif

source=05c. PaperWorks - The Specialized Packaging Group, Inc- Trademark IP
(Dec-18-20)_ (73111410_1)#page5.tif

TRADEMARK SECURITY AGREEMENT

Notice of Security Interests in Trademarks

NOTICE OF SECURITY INTERESTS IN TRADEMARKS dated as of December 18, 2020 (this "Trademark Security Agreement"), made by THE SPECIALIZED PACKAGING GROUP, INC., a Delaware corporation (the "Grantor"), in favor of SILVER POINT FINANCE, LLC, as Administrative Agent (in such capacities, together with its successors and permitted assigns in such capacities, the "Administrative Agent").

WHEREAS, under the terms of the Pledge and Security Agreement, dated as of December 18, 2020, by and between the Grantor, Administrative Agent and other parties thereto (as amended, restated, supplemented and otherwise modified from time to time, the "Collateral Agreement"), the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office (the "USPTO") or the Canadian Intellectual Property Office ("CIPO").

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

SECTION 1. **Terms.** Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement.

SECTION 2. **Grant of Security Interest.** As security for the Payment in Full or performance in full, as the case may be, of the Obligations, the Grantor pursuant to the Collateral Agreement hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the "Trademark Collateral"):

(a) all trademarks, service marks, corporate names, company names, business names, trade dress, logos and taglines, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO (except for "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, for which an amendment to allege use or a statement of use has not been filed under Sections 1(c) and 1(d) of Lanham Act, respectively, or, if filed, has not been deemed in conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office) or CIPO, as applicable, and all renewals thereof, including those listed on Schedule I hereto; and

(b) all goodwill associated therewith or symbolized thereby.

SECTION 3. **Security for Obligations.** The grant of a security interest in the Trademark Collateral by the Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Obligations.

SECTION 4. **Recordation.** The Grantor hereby requests and authorizes the USPTO or CIPO, as applicable, to record this Trademark Security Agreement against the Trademark Collateral.

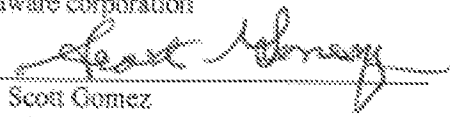
SECTION 5. **Counterparts.** This Trademark Security Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission (including .pdf file), or execution by electronic means, including DocuSign or any similar program shall be as effective as execution or delivery, as applicable, of a manually signed original.

SECTION 6. **Governing Law.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Remainder of this page intentionally left blank]

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

THE SPECIALIZED PACKAGING GROUP, INC.,
a Delaware corporation

By: 
Name: Scott Gomez
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement (The Specialized Packaging Group, Inc.)]

TRADEMARK
REEL: 007147 FRAME: 0394

SILVER POINT FINANCE, LLC, as
Administrative Agent

By: SHL
Name: Stacey Hatch
Title: Authorized Signatory

Schedule I

Trademarks Owned by the Grantor

Trademark Registrations

Trademark / Design	Jurisdiction	Application Number	Registration Number	Registration Date	Application Date	Status	Owner
SPG	U.S. Federal	75692470	2340984	4/11/2000	4/27/1999	RENEWED (REGISTERED)	THE SPECIALIZED PACKAGING GROUP, INC.

Trademark Applications

None.

TRADEMARK

REEL: 007147 FRAME: 0396

RECORDED: 12/28/2020