

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617763

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
D&W FINE PACK LLC		12/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CALLODINE COMMERCIAL FINANCE, LLC, as Agent		
Street Address:	Two International Place, Suite 1830		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	5765189	SECURETAB	
Registration Number:	5764859	TAMPERSMART	
Registration Number:	5167567	CRUISER WARE	
Registration Number:	4837423	RESPECT THE FOOD	
Registration Number:	4752669	VERSALOCK	
Registration Number:	4269064	C-FINE	
Registration Number:	4110240	CRUISER BOWL	
Registration Number:	3987161	REVIVE	
Registration Number:	4068146	D&W FINE PACK	
Registration Number:	4067866	D&W FINE PACK	
Registration Number:	4039030	POWER SEAL	
Registration Number:	3982123	MARBELLA	
Registration Number:	3975239	TRADEWINDS	
Registration Number:	3978796	SAVVY	
Registration Number:	3978797	NEW WAVE	
Registration Number:	3975240	BLACK PEARL	
Registration Number:	3982124	C-GREEN	
Registration Number:	3986376	FORUM	
Registration Number:	3583310	SEESHELL	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3583311	QUIKPAK
Registration Number:	3515943	DISPLAYCAKE
Registration Number:	3880305	ECO KING
Registration Number:	3484341	PARTIPAK
Registration Number:	3484298	FRESHSERVE
Registration Number:	3484299	FRESH PERFORMANCE
Registration Number:	3484300	HERBSHELL
Registration Number:	2878745	NATURESPLASTIC
Registration Number:	2785995	DISPLAYPIE
Registration Number:	2669007	ENVIROFOAM
Registration Number:	2741258	COMBO PAK
Registration Number:	2672065	ENVIROFOAM
Registration Number:	2257204	CATERLUXE
Registration Number:	2182155	JP
Registration Number:	2172829	JETWARE
Registration Number:	1769342	PERFORMANCEPAK
Registration Number:	1523541	VERSAPAK

CORRESPONDENCE DATA

Fax Number: 6179518736

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: 6173417729

Email: katarzyna.gaysunas@morganlewis.com

Correspondent Name: Katarzyna Gaysunas

Address Line 1: 1 Federal St

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110-1726

NAME OF SUBMITTER:	Katarzyna Gaysunas
SIGNATURE:	/Katarzyna Gaysunas/
DATE SIGNED:	12/31/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), is dated as of December 31, 2020 and is by **D&W FINE PACK LLC**, a Delaware limit liability company ("**Grantor**"), in favor of CALLODINE COMMERCIAL FINANCE, LLC, as Agent for the Lenders (in such capacity, "**Agent**") under the Loan Agreement (as defined herein).

RECITALS

A. Grantor, the other Loan Party Obligors party thereto from time to time, Agent and the Lenders party thereto from time to time have entered into a Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"; capitalized terms used but not defined herein shall have the meaning given to such terms in the Loan Agreement), pursuant to which Lenders have agreed to make loans and certain other extensions of credit to Borrower as provided therein.

B. Pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for its benefit and the benefit of the Lenders, this Agreement for purposes of filing with the United States Patent and Trademark Office ("**USPTO**").

C. Pursuant to the Loan Agreement, Grantor has granted to Agent, for itself and on behalf of the Lenders, a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof to secure the payment and performance of the Obligations.

AGREEMENT

In consideration of the mutual covenants and agreements set forth herein and in the Loan Agreement, it is hereby agreed that:

1. This Agreement is made to secure the satisfactory performance and payment of all the Obligations. Upon the Termination Date, Agent shall promptly, following written request by Grantor, execute, acknowledge, and deliver to Grantor all instruments reasonably requested by Grantor necessary to release Agent's security interest in the Trademark Collateral (as defined below) acquired under this Agreement.

2. Grantor hereby grants to Agent, for itself and on behalf of the Lenders, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired to secure the payment and performance of the Obligations: (a) each trademark and trademark application, including, without limitation, each trademark registration and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; and (b) all products and proceeds of the foregoing, including, without limitation, all claims and causes of action arising prior to or after the date hereof for past, present or future infringement of any trademark, including, without limitation, any trademark registration or application referred to in Schedule 1 (items

(a) and (b) being herein collectively referred to as the "**Trademark Collateral**"). Notwithstanding the foregoing, any trademark applications filed in the USPTO on the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the USPTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.


This security interest and lien is granted in conjunction with the security interests and liens granted to Agent, for itself and on behalf of the Lenders, pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Agent and the Lenders with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS AGREEMENT IS MADE UNDER AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

[signature page follows]

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

D&W FINE PACK LLC

By: 

Name: Keith Adkins

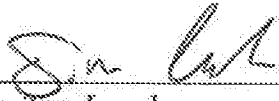
Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007152 FRAME: 0550

Acknowledged by:

CALLODINE COMMERCIAL FINANCE, LLC, as Agent

By: 
Name: Tim Lynch
Title: Principal

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

US TRADEMARKS

TITLE	APP. NO.	REG. NO.	CURRENT OWNER
SECURETAB	87884336	5765189	D&W FINE PACK LLC
TAMPERSMART	87821613	5764859	D&W FINE PACK LLC
CRUISER WARE	86831712	5167567	D&W FINE PACK LLC
RESPECT THE FOOD	86168490	4837423	D & W FINE PACK LLC
VERSALOCK	86112305	4752669	D&W FINE PACK, LLC
C-FINE	85372787	4269064	D&W FINE PACK LLC
CRUISER BOWL	85302008	4110240	D&W FINE PACK LLC
REVIVE	85094497	3987161	D&W FINE PACK LLC
D&W FINE PACK	85059874	4068146	D&W FINE PACK LLC
D&W FINE PACK	77909236	4067866	D&W FINE PACK LLC
POWER SEAL	77828219	4039030	D&W FINE PACK LLC
MARBELLA	77824296	3982123	D&W FINE PACK LLC
TRADEWINDS	77824298	3975239	D&W FINE PACK LLC
SAVVY	77824299	3978796	D&W FINE PACK LLC
NEW WAVE	77824301	3978797	D&W FINE PACK LLC
BLACK PEARL	77824303	3975240	D&W FINE PACK LLC
C-GREEN	77824304	3982124	D&W FINE PACK LLC
FORUM	77824306	3986376	D&W FINE PACK LLC
SEESHELL	77533998	3583310	D&W FINE PACK LLC
QUIKPAK	77534027	3583311	D&W FINE PACK LLC
DISPLAYCAKE	77421993	3515943	D&W FINE PACK LLC
ECO KING	77387453	3880305	D&W FINE PACK LLC
PARTIPAK	77367498	3484341	D&W FINE PACK LLC
FRESHSERVE	77366820	3484298	D&W FINE PACK LLC

TITLE	APP. NO.	REG. NO.	CURRENT OWNER
FRESH PERFORMANCE	77366828	3484299	D&W FINE PACK LLC
HERBSHELL	77366835	3484300	D&W FINE PACK LLC
NATURESPLASTIC	76523827	2878745	D&W FINE PACK LLC
DISPLAYPIE	76471474	2785995	D&W FINE PACK LLC
ENVIROFOAM	76385591	2669007	D&W FINE PACK LLC
COMBO PAK	76385592	2741258	D&W FINE PACK LLC
ENVIROFOAM	76385595	2672065	D&W FINE PACK LLC
CATERLUXE	75497399	2257204	D&W FINE PACK LLC
JP	75301912	2182155	D&W FINE PACK LLC
JETWARE	75302073	2172829	D&W FINE PACK LLC
PERFORMANCEPAK	74188155	1769342	D&W FINE PACK LLC
VERSAPAK	73738601	1523541	D&W FINE PACK LLC

TRADEMARK LICENSES

NONE