

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623786

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks recorded at R/F 6325/0970
RESUBMIT DOCUMENT ID:	900586030

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:	ProAmpac Rochester LLC
Street Address:	2605 Manitou Road
City:	Rochester
State/Country:	NEW YORK
Postal Code:	14624
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4519004	MEDI-CRREO

CORRESPONDENCE DATA

Fax Number: 2127514864
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
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
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:	02/02/2021

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 Gateway Packaging Company LLC and ProAmpac Rochester LLC (each a “Grantor,” and together the “Grantors”). 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 Grantors and certain other parties thereto (as may have been amended, restated, supplemented, or otherwise modified from time to time, the “Security Agreement”), the Grantors executed delivered that certain Trademark Security Agreement, dated as of May 1, 2018 (the “Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on May 4, 2018 at Reel/Frame 6325/0928 (with respect to Gateway), and at Reel/Frame 6325/0970 (with respect to ProAmpac);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantors 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

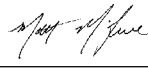
WHEREAS, the Agent and the Grantors desire the Security Interest in the Trademark Collateral to be released.

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 Grantors any and all of its rights, title and interests in the Trademark Collateral. Each Grantor, or any successor to such Grantor (including any person or entity hereafter having any right, title or interest in or to the Trademark Collateral of such Grantor), 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

By: 
Name: Matt McLure
Title: Duly Authorized Signatory

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Mark</u>	<u>Jurisdiction</u>	<u>Serial No./ Filing Date</u>	<u>Reg. No./ Reg. Date</u>	<u>Owner</u>
(Design Only) 	US	86463360 11/24/14	4784946 08/04/15	Gateway Packaging Company LLC
GATEWAY PACKAGING COMPANY	US	86463318 11/24/14	4784945 08/04/15	Gateway Packaging Company LLC
MEDI-CBREG	US	85853934 02/21/13	4519004 04/22/14	ProAmpac Rochester LLC