

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629545

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TRICORBRAUN INC.		03/03/2021	Corporation: MISSOURI
PACIFIC BAG, LLC		03/03/2021	Limited Liability Company: WASHINGTON
PACKAGE ALL, LLC		03/03/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Collateral Agent
Street Address:	60 Livingston Avenue
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55107
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	2968654	BECAUSE OUR OPTIONS MAKE THE DIFFERENCE
Registration Number:	3155088	CALIBERWINEPAK
Registration Number:	3175138	CALIBERWINEPAK
Registration Number:	1887607	KRANSON INDUSTRIES
Registration Number:	3059473	OPTIONS
Registration Number:	2563782	RAPIDFIND
Registration Number:	1884116	SERVING A SELECT FEW VERY WELL
Registration Number:	2985084	TRICORBRAUN
Registration Number:	2376069	TRICORBRAUN
Registration Number:	2761767	TRICORBRAUN SPRAYGUARD
Registration Number:	0917934	PTI
Registration Number:	2662605	TITAN PLASTICS, CO.
Registration Number:	4027164	TRICORBRAUN WINEPAK THE POWER OF OPTIONS
Registration Number:	3940305	TRILOGY
Registration Number:	3999682	O

OP \$990.00 2968654

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3967930	THE POWER OF OPTIONS
Registration Number:	3999697	TRICORBRAUN THE POWER OF OPTIONS
Registration Number:	4057313	TRICORBRAUN WINEPAK THE POWER OF OPTIONS
Registration Number:	4013578	TRICORBRAUN WINEPAK
Registration Number:	4276173	TRICORBRAUN DESIGN & ENGINEERING THE POW
Registration Number:	4724472	TRICORBRAUN XPRESSPAK
Registration Number:	4735917	TRICORBRAUN XPRESSPAK
Registration Number:	4744017	PACKAGING OPTIONS DIRECT POWERED BY TRIC
Registration Number:	4744015	PACKAGING OPTIONS DIRECT
Registration Number:	5203144	PDG THE PACKAGING DESIGN GROUP A TRICORB
Registration Number:	5203166	PDG THE PACKAGING DESIGN GROUP A TRICORB
Registration Number:	4744240	WINEPAK DIRECT
Registration Number:	4951632	WINEPAK DIRECT
Registration Number:	1466354	
Registration Number:	4452794	PACKAGE ALL
Registration Number:	5621442	TRICORBRAUN DESIGN & ENGINEERING
Registration Number:	3791756	PACKAGING...SIMPLIFIED.
Registration Number:	4461643	BIOTRE
Registration Number:	5852510	PACKAGE ALL A TRICORBRAUN COMPANY
Registration Number:	5978786	PACKAGE ALL A TRICORBRAUN COMPANY
Registration Number:	6148294	TRICORBRAUN FLEX
Serial Number:	88628817	GREEN OPTIONS
Serial Number:	88867801	HALO MULTI-STREAM
Serial Number:	90041308	TRICORBRAUN INDUSTRIAL

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

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:	1335736 3L
NAME OF SUBMITTER:	Jonathan R. Larson
SIGNATURE:	/Jonathan R. Larson/
DATE SIGNED:	03/03/2021

Total Attachments: 13

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “Trademark Security Agreement”), dated as of March 3, 2021, is made by PACIFIC BAG, LLC, a Washington limited liability company, PACKAGE ALL, LLC, a Delaware limited liability company, and TRICORBRAUN INC., a Missouri corporation (the “collectively, the Grantors”), in favor of U.S. BANK NATIONAL ASSOCIATION, as the collateral agent for the Secured Parties (together with its successors and assigns, the “Collateral Agent”).

WHEREAS, each Grantor is party to that certain Second Lien Security Agreement, dated as of March 3, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantors hereby grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantors’ right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and, with respect to the foregoing, (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “Trademark Collateral”); *provided* that “Trademark Collateral” shall not include, and the Security Interest shall not attach to, any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that, after such period, such intent-to-use application shall be automatically subject to the Security Interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. The Grantors authorize and request that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts.

(a) This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Any signature to this Trademark Security Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable Law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Trademark Security Agreement.

(b) Each party hereto represents and warrants to the other parties hereto that it has the corporate capacity and authority to execute this Trademark Security Agreement through electronic means and there are no restrictions for doing so in such party's constitutive documents.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantors do hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein, and the security interest granted hereunder to the Collateral Agent is in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

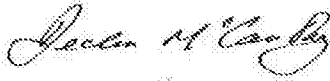
SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

SECTION 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.


[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

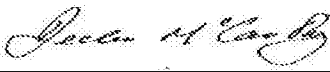
PACIFIC BAG, LLC

By: 
Name: Declan McCarthy
Title: Senior Vice President and Chief
Financial Officer

PACKAGE ALL, LLC

By: 
Name: Declan McCarthy
Title: Senior Vice President and Chief
Financial Officer


TRICORBRAUN INC.

By: 
Name: Declan McCarthy
Title: Senior Vice President and Chief
Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent


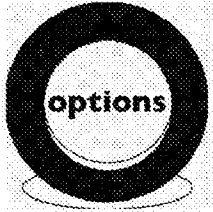
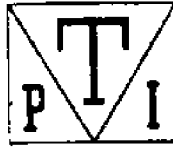
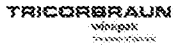
By: 
Name: Donald T. Hurrelbrink
Title: Vice President


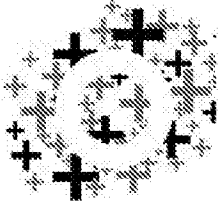

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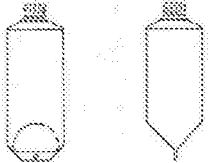


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SCHEDULE A

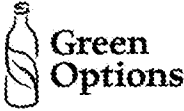
1. U.S. Trademark Registrations:

Holder	Mark	Registration No.	Registration Date
TricorBraun Inc.	BECAUSE OUR OPTIONS MAKE THE DIFFERENCE	2968654	July 12, 2005
TricorBraun Inc.	CALIBER WINE PAK and Design 	3155088	October 10, 2006
TricorBraun Inc.	CALIBERWINEPAK	3175138	November 21, 2006
TricorBraun Inc.	KRANSON INDUSTRIES	1887607	April 4, 1995
TricorBraun Inc.	OPTIONS AND DESIGNS 	3059473	February 14, 2006
TricorBraun Inc.	RAPIDFIND	2563782	April 23, 2002
TricorBraun Inc.	SERVING A SELECT FEW VERY WELL	1884116	March 14, 1995
TricorBraun Inc.	TRICORBRAUN	2985084	August 16, 2005
TricorBraun Inc.	TRICORBRAUN	2376069	August 8, 2000
TricorBraun Inc.	TRICORBRAUN SPRAYGUARD	2761767	September 9, 2003
TricorBraun Inc.		0,917,934	August 10, 1971
TricorBraun Inc.	TITAN PLASTICS, CO.	2,662,605	December 17, 2002
TricorBraun Inc.	TRICORBRAUN WINEPAK LOGO 	4,027,164	September 13, 2011

Holder	Mark	Registration No.	Registration Date
TricorBraun Inc.	TRIOLOGY & Design 	3,940,305	April 5, 2011
TricorBraun Inc.	LOGO 	3,999,682	July 19, 2011
TricorBraun Inc.	THE POWER OF OPTIONS	3,967,930	May 24, 2011
TricorBraun Inc.	TRICORBRAUN LOGO TRICORBRAUN <small>the power of options</small>	3,999,697	July 19, 2011
TricorBraun Inc.	TRICORBRAUN WINEPAK LOGO TRICORBRAUN <small>winepak the power of options</small>	4,057,313	November 15, 2011
TricorBraun Inc.	TRICORBRAUN WINEPAK	4,013,578	August 16, 2011
	TRICORBRAUN DESIGN AND ENGINEERING LOGO TRICORBRAUN <small>design & engineering the power of options</small>	4,276,173	January 15, 2013
TricorBraun Inc.	TRICORBRAUN XPRESSPAK & Design TRICORBRAUN <small>xpresspak</small>	4,724,472	April 21, 2015
TricorBraun Inc.	TRICORBRAUN XPRESSPAK	4,735,917	May 12, 2015
TricorBraun Inc.	PACKAGING OPTIONS DIRECT and Design 	4,744,017	May 26, 2015
TricorBraun Inc.	PACKAGING OPTIONS DIRECT	4,744,015	May 26, 2015

Holder	Mark	Registration No.	Registration Date
TricorBraun Inc.	PDG THE PACKAGING DESIGN GROUP A TRICORBRAUN COMPANY	5,203,144	May 16, 2017
TricorBraun Inc.	PDG THE PACKAGING DESIGN GROUP A TRICORBRAUN COMPANY & Design 	5,203,166	May 16, 2017
TricorBraun Inc.	WINEPAK DIRECT	4,744,240	May 26, 2015
TricorBraun Inc.	WINEPAK DIRECT	4,951,632	May 3, 2016
TricorBraun Inc.	Bottle Trade Dress 	1,466,354	November 24, 1987
Package All, LLC	PACKAGE ALL	4,452,794	December 24, 2013
TricorBraun Inc.	TRICORBRAUN DESIGN & ENGINEERING Logo 	5,621,442	December 4, 2018
Pacific Bag, LLC	PACKAGING...SIMPLIFIED.	3,791,756	May 25, 2010
Pacific Bag, LLC	BIOTRE	4,461,643	January 7, 2014
Package All, LLC	PACKAGE ALL A TRICORBRAUN COMPANY & Design 	5,852,510	September 3, 2019
Package All, LLC	PACKAGE ALL A TRICORBRAUN COMPANY	5,978,786	February 4, 2020
TricorBraun Inc.	TRICORBRAUN FLEX	6,148,294	September 8, 2020

2. U.S. Trademark Applications:

Holder	Mark	Application No.	Application Date
TricorBraun Inc.	GREEN OPTIONS & Design 	88/628,817	September 24, 2019
TricorBraun Inc.	HALO MULTI-STREAM	88/867,801	April 10, 2020
TricorBraun Inc.	TRICORBRAUN INDUSTRIAL	90/041,308	July 8, 2020