

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630417

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Graphic Packaging International, LLC		03/08/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	1349 West Peachtree Street, Suite 1050		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 91			
Property Type	Number	Word Mark	
Serial Number:	73815126	AQUA-KOTE	
Serial Number:	76350944	ARCTIKOAT	
Serial Number:	77503037	AUTOFLEX	
Serial Number:	86801078	AUTOMAXX	
Serial Number:	77698437	CAP-IT	
Serial Number:	73712819	CHARGER	
Serial Number:	74571091	COMPOSIPAC	
Serial Number:	86254094	CORNER CUSHION	
Serial Number:	77230083	D DESIGNER WARE	
Serial Number:	77230081	DESIGNERWARE	
Serial Number:	74561576	E-COAT	
Serial Number:	86825410	ECONOPAXX	
Serial Number:	77899925	EZ-PAD	
Serial Number:	85660374	FLEXPLACE	
Serial Number:	85177955	FLEXSLEEVE	
Serial Number:	76044074	FRESH CATCH	
Serial Number:	76043707	FRESH CUTS	
Serial Number:	77637014	FRESH FIRST	
Serial Number:	73169686	FRESHGARD	
TRADEMARK			

OP \$2290.00 73815126

Property Type	Number	Word Mark
Serial Number:	72147897	FRESHGARD
Serial Number:	88699324	FRESH POP CORN DELICIOUS CRISP DELICIOUS
Serial Number:	76257500	FRIDGE VENDOR
Serial Number:	76210777	GRAPHIC PACKAGING
Serial Number:	78826565	GRAPHIC PACKAGING
Serial Number:	88226996	GRAPHIC PACKAGING
Serial Number:	78826571	GRAPHIC PACKAGING
Serial Number:	87983170	GREATER FLEXIBILITY. LESS SPACE.
Serial Number:	87346928	INSPIRED PACKAGING. A WORLD OF DIFFERENC
Serial Number:	87920789	INTEGRAFLEX
Serial Number:	86313565	INTEGRAPAK
Serial Number:	72039785	JAK-ET-PAK
Serial Number:	88356432	KEELCLIP
Serial Number:	88356433	KEELCLIP
Serial Number:	73023993	KOLD-LOK
Serial Number:	76220109	LITHOFLUTE
Serial Number:	71569578	LOXOL
Serial Number:	72254428	MARAVAC
Serial Number:	85963047	MARKSMAN
Serial Number:	86713060	MAUI CUP
Serial Number:	74004241	MICROFLEX
Serial Number:	85213129	MICROFLEX-Q
Serial Number:	74251478	MICRORITE
Serial Number:	77431598	MINNESOTA AUTOMATION
Serial Number:	76213433	
Serial Number:	85444928	
Serial Number:	88226998	
Serial Number:	86425622	
Serial Number:	76137401	OMNI-KOTE
Serial Number:	74323954	PACESETTER
Serial Number:	73351020	PEARL-KOTE
Serial Number:	86296448	PINE-CORR
Serial Number:	86367621	POWERTRAY
Serial Number:	86406345	POWERTRAY
Serial Number:	75301043	QUIKFLEX
Serial Number:	86461653	QUIKFLEX RESHAPE
Serial Number:	78823850	QUILT WAVE
Serial Number:	73369529	QWIK CRISP

Property Type	Number	Word Mark
Serial Number:	76035364	RADAR II
Serial Number:	86461649	RESHAPE
Serial Number:	86471711	RESHAPE
Serial Number:	85840520	SHARK FIN
Serial Number:	86235708	SHARKFIN
Serial Number:	73277151	SUS
Serial Number:	74614199	TITE-PAK
Serial Number:	85489049	TITE-PAK
Serial Number:	78530606	TWIN STACK
Serial Number:	76495474	WE PACKAGE RESULTS
Serial Number:	76100000	Z-FLUTE
Serial Number:	76199941	CARTE BLANC
Serial Number:	86686908	CARTE BLANC
Serial Number:	86269552	COLD & GO
Serial Number:	76085043	CUP BUDDY
Serial Number:	78841981	ECOTAINER
Serial Number:	86929573	ECOTAINER
Serial Number:	78800157	EVEREST
Serial Number:	78088328	FORTRESS
Serial Number:	77919020	HOLD & GO
Serial Number:	77457767	HOLD & GO
Serial Number:	78552471	JAVASTOCK
Serial Number:	75734025	LOCK N' GO
Serial Number:	77666381	MAKING A DIFFERENCE - ONE CUP AT A TIME
Serial Number:	85865394	NEWSPAPER
Serial Number:	78391458	OPTIHUE
Serial Number:	86473863	RENEW WORLD
Serial Number:	75781248	SOHO
Serial Number:	72086935	STARCOTE
Serial Number:	77413216	THE HOT CUP WITH A COOL FEEL
Serial Number:	86797856	TITANIUM
Serial Number:	86458930	TRANSLATIONS
Serial Number:	85137520	WILDCARD
Registration Number:	5703571	ECONOPAXX

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

TRADEMARK

REEL: 007214 FRAME: 0129

Phone: 800-713-0755
Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 03/08/2021

Total Attachments: 8

source=13. GPK - Trademark Security Agreement#page1.tif
source=13. GPK - Trademark Security Agreement#page2.tif
source=13. GPK - Trademark Security Agreement#page3.tif
source=13. GPK - Trademark Security Agreement#page4.tif
source=13. GPK - Trademark Security Agreement#page5.tif
source=13. GPK - Trademark Security Agreement#page6.tif
source=13. GPK - Trademark Security Agreement#page7.tif
source=13. GPK - Trademark Security Agreement#page8.tif

**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

THIS NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (“Agreement”), dated as of March 8, 2021, is made by each of the undersigned (each a “Granting Party” and collectively, the “Granting Parties”), in favor of U.S. Bank National Association, as collateral agent (in such capacity, the “Collateral Agent”) for the holders of (i) those certain 0.821% Senior Secured Notes due 2024 (the “2024 Notes”) and (ii) those certain 1.512% Senior Secured Notes due 2026 (the “2026 Notes” and, together with the 2024 Notes, the “Notes”), in each case issued by Graphic Packaging International, LLC, a Delaware limited liability company (the “Company”) pursuant to that certain Indenture dated November 6, 2014 (the “Base Indenture”), among the Company and U.S. Bank National Association, as trustee (in such capacity, the “Trustee”), and as supplemented by that certain Sixth Supplemental Indenture dated the date hereof (the “Supplemental Indenture,” and together with the Base Indenture, the “Indenture”), among the Company, Graphic Packaging International Partners, LLC, a Delaware limited liability company (“GPIP”), certain Subsidiaries of the Company, the Collateral Agent, and the Trustee.

WITNESSETH:

WHEREAS, in connection with the Indenture, GPIP, the Company, certain of its Subsidiaries, and Graphic Packaging Holding Company (solely for the purposes set forth therein) executed and delivered a Collateral Agreement, dated as of March 8, 2021, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Collateral Agreement”);

WHEREAS, pursuant to the Collateral Agreement, each Granting Party has granted to the Collateral Agent a security interest in its Intellectual Property, including the Trademarks and Trademark Applications set forth on Exhibit A attached hereto; and

WHEREAS, each Granting Party has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Granting Parties agree, for the benefit of the Collateral Agent, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and the Collateral Agreement.

SECTION 2. Grant of Security Interest. Each Granting Party hereby confirms that pursuant to the Collateral Agreement, subject to existing licenses to use the Trademarks granted by each Granting Party in the ordinary course of its business, it granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Trademarks and Trademark Licenses of such Granting Party (including, without limitation, those items listed on Schedule A hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the

Trademarks and Trademark Licenses (the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, except that no security interest is or will be granted pursuant hereto in any right, title or interest of such Granting Party under or in any Trademarks or Trademark Licenses with Persons other than a Subsidiary of the Company for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Trademarks or Trademark Licenses.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Granting Parties for the purpose of recording the security interest granted pursuant to the Collateral Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Collateral Agreement. The Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Granting Party does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral are fully set forth in the Indenture and the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRAPHIC PACKAGING INTERNATIONAL,
LLC

By: 

Name:

Bradford G. Ankerholz
Senior Vice President &
Treasurer

Title:

U.S. BANK NATIONAL ASSOCIATION, as
Collateral Agent


By: 
Name: *David Fadden*
Title: *Vice President*

EXHIBIT A

**Graphic Packaging International, LLC (f/k/a Graphic Packaging International, Inc.)
Issued Trademarks**

Trademark	Country	Status	App. No.	Reg. No.
AQUA-KOTE	United States of America	Registered	73/815,126	1,588,828
ARCTIKOAT	United States of America	Registered	76/350,944	2,671,746
AUTOFLEX	United States of America	Registered	77/503,037	3,572,019
AUTOMAXX	United States of America	Registered	86/801,078	5,730,642
CAP-IT	United States of America	Registered	77/698,437	3,998,625
CHARGER	United States of America	Registered	73/712,819	1,503,611
COMPOSIPAC	United States of America	Registered	74/571,091	1,917,909
CORNER CUSHION (STYLIZED)	United States of America	Registered	86/254,094	4,829,780
D DESIGNER WARE & DESIGN	United States of America	Registered	77/230,083	3,487,317
DESIGNERWARE	United States of America	Registered	77/230,081	3,547,650
E-COAT	United States of America	Registered	74/561,576	2,182,579
ECONOPAXX	United States of America	Registered	88/825,409	5,703,571
ECONOPAXX (Stylized)	United States of America	Registered	86/825,410	5,703,572
EZ-PAD	United States of America	Registered	77/899,925	3,935,469
FLEXPLACE	United States of America	Registered	85/660,374	4,426,334
FLEXSLEEVE	United States of America	Registered	85/177,955	4,276,252
FRESH CATCH	United States of America	Registered	76/044,074	2,616,500
FRESH CUTS	United States of America	Registered	76/043,707	2,569,190
FRESH FIRST	United States of America	Registered	77/637,014	3,829,089
FRESHGARD	United States of America	Registered	73/169,686	1,121,443
FRESHGARD	United States of America	Registered	72/147,897	0,749,432
FRESH POP CORN DELICIOUS CRISP DELICIOUS NUTRITIOUS POP CORN INGREDIENTS: POPCORN, EDIBLE VEGETABLE OIL, AND SALT. MAY CONTAIN ARTIFICIAL COLORS AND FLAVORS. MAY CONTAIN YELLOW #5. & DESIGN	United States of America	Pending	88/699,324	-
FRIDGE VENDOR	United States of America	Registered	76/257,500	2,660,613
GRAPHIC PACKAGING	United States of America	Registered	76/210,777	2,578,005
GRAPHIC PACKAGING	United States of America	Registered	78/826,565	3,205,597
GRAPHIC PACKAGING	United States of America	Registered	88/226,996	5,775,659
GRAPHIC PACKAGING & DESIGN	United States of America	Registered	78/826,571	3,205,598

Trademark	Country	Status	App. No.	Reg. No.
GREATER FLEXIBILITY LESS SPACE	United States of America	Registered	87/983,170	6,195,659
INSPIRED PACKAGING. A WORLD OF DIFFERENCE.	United States of America	Registered	87/346,928	5,305,750
INTEGRAFLEX	United States of America	Registered	87/920,789	5,705,219
INTEGRAPAK	United States of America	Registered	86/313,565	5,581,033
JAK-ET-PAK	United States of America	Registered	72/039,785	0,665,361
KEELCLIP	United States of America	Registered	88/356,432	6,201,205
KEELCLIP & DESIGN	United States of America	Registered	88/356,433	6,201,206
KOLD-LOK	United States of America	Registered	73/023,993	1,012,922
LITHOFLUTE	United States of America	Registered	76/220,109	2,562,559
LOXOL	United States of America	Registered	71/569,578	0,524,760
MARAVAC	United States of America	Registered	72/254,428	0,842,260
MARKSMAN	United States of America	Registered	85/963,047	4,440,335
MAUI CUP & DESIGN	United States of America	Registered	86/713,060	5,062,023
MICROFLEX	United States of America	Registered	74/004,241	1,629,116
MICROFLEX-Q	United States of America	Registered	85/213,129	4,246,554
MICRORITE	United States of America	Registered	74/251,478	2,058,505
MINNESOTA AUTOMATION	United States of America	Registered	77/431,598	3,501,783
NEW TREE DESIGN	United States of America	Registered	76/213,433	2,504,628
NEW TREE DESIGN	United States of America	Registered	85/444,928	4,189,480
NEW TREE DESIGN	United States of America	Registered	88/226,998	5,775,660
NEW TREE DESIGN (COLOR)	United States of America	Registered	86/425,622	4,767,828
OMNI-KOTE	United States of America	Registered	76/137,401	2,603,786
PACESETTER	United States of America	Registered	74/323,954	1,789,356
PEARL-KOTE	United States of America	Registered	73/351,020	1,244,431
PINE-CORR	United States of America	Registered	86/296,448	4,691,332
POWERTRAY	United States of America	Registered	86/367,621	4,905,846
POWERTRAY & DESIGN	United States of America	Registered	86/406,345	4,914,707
QUIKFLEX	United States of America	Registered	75/301,043	2,227,312
QUIKFLEX RESHAPE	United States of America	Registered	86/461,653	5,519,852
QUILT WAVE	United States of America	Registered	78/823,850	3,227,302
QWIK CRISP	United States of America	Registered	73/369,529	1,283,374
RADAR II	United States of America	Registered	76/035,364	2,729,691
RESHAPE	United States of America	Registered	86/461,649	5,519,851
RESHAPE & DESIGN	United States of America	Registered	86/471,711	5,519,856
SHARK FIN	United States of America	Registered	85/840,520	4,589,522
SHARKFIN & DESIGN	United States of America	Registered	86/235,708	4,701,319
SUS	United States of America	Registered	73/277,151	1,257,516
TITE-PAK	United States of America	Registered	74/614,199	1,939,870
TITE-PAK	United States of America	Registered	85/489,049	4,293,246
TWIN STACK	United States of America	Registered	78/530,606	3,054,111

Trademark	Country	Status	App. No.	Reg. No.
WE PACKAGE RESULTS	United States of America	Registered	76/495,474	2,897,864
Z-FLUTE	United States of America	Registered	76/100,000	2,521,295
CARTE BLANC	United States of America	Registered	76/199,941	2,671,172
CARTE BLANC	United States of America	Registered	86/686,908	4,953,082
COLD & GO	United States of America	Registered	86/269,552	4,625,074
CUP BUDDY	United States of America	Registered	76/085,043	2,759,403
ECOTAINER	United States of America	Registered	78/841,981	3,604,449
ECOTAINER	United States of America	Registered	86/929,573	5,036,601
EVEREST	United States of America	Registered	78/800,157	3,171,596
FORTRESS	United States of America	Registered	78/088,328	2,703,263
HOLD & GO	United States of America	Registered	77/919,020	3,821,874
HOLD & GO & design	United States of America	Registered	77/457,767	3,740,670
JAVASTOCK	United States of America	Registered	78/552,471	3,262,276
LOCK N' GO	United States of America	Registered	75/734,025	2,464,440
Making a Difference - One Cup at a Time	United States of America	Registered	77/666,381	3,782,428
NEWSPAPER	United States of America	Registered	85/865,394	4,585,371
OPTIHUE	United States of America	Registered	78/391,458	3,069,220
RENEW WORLD	United States of America	Registered	86/473,863	4,828,866
SOHO	United States of America	Registered	75/781,248	2,456,778
STARCOTE	United States of America	Registered	72/086,935	0,699,834
THE HOT CUP WITH A COOL FEEL	United States of America	Registered	77/413,216	3,793,705
TITANIUM	United States of America	Registered	86/797,856	4,992,268
TRANSLATIONS	United States of America	Registered	86/458,930	4,923,855
WILDCARD	United States of America	Registered	85/137,520	4,147,334