

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM634127

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|---|-------------------------------------|--|--|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| RESUBMIT DOCUMENT ID: | 900592386 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| FCA, LLC | | 01/21/2021 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | CCP Agency, LLC, as Agent | | |
| Street Address: | 525 Okeechobee Boulevard | | |
| Internal Address: | Suite 1050 | | |
| City: | West Palm Beach | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33401 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3947133 | FCA CUSTOM PACKAGING SOLUTIONS. DESIGNED | |
| Registration Number: | 3940234 | FCA | |
| Registration Number: | 4013586 | FCA CUSTOM PACKAGING SOLUTIONS. DESIGNED | |
| Registration Number: | 4013585 | FCA | |
| Registration Number: | 6151579 | PACKSTRAND | |
| Registration Number: | 4516044 | C.U.B | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 3128637141 | | |
| Email: | kristen.lange@goldbergkohn.com | | |
| Correspondent Name: | Kristen N. Lange, Paralegal | | |
| Address Line 1: | c/o Goldberg Kohn Ltd. | | |
| Address Line 2: | 55 E. Monroe Street, Suite 3300 | | |
| Address Line 4: | Chicago, ILLINOIS 60603 | | |
| ATTORNEY DOCKET NUMBER: | 6913.099 | | |

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|---|------------------|
| NAME OF SUBMITTER: | Kristen N. Lange |
| SIGNATURE: | /kristenlange/ |
| DATE SIGNED: | 03/24/2021 |
| Total Attachments: 5 source=Compiled_Trademark Security Agreement#page1.tif source=Compiled_Trademark Security Agreement#page2.tif source=Compiled_Trademark Security Agreement#page3.tif source=Compiled_Trademark Security Agreement#page4.tif source=Compiled_Trademark Security Agreement#page5.tif | |

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of January 21, 2021 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of CCP AGENCY, LLC ("Comvest"), in its capacity as Agent for the secured persons (in such capacity, the "Agent") pursuant to that certain Credit Agreement, dated as of January 21, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among FCA, LLC, a Delaware limited liability company (the "Borrower"), DELOS FCA HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), each of the other Guarantors party thereto from time to time, the Lenders party thereto from time to time (the "Lenders"), Comvest, as agent for the benefit of the Secured Persons (in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Persons, to enter into the Credit Agreement, the Pledgors hereby agree with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Agent for the benefit of the Secured Persons a Lien on and security interest in (subject to Permitted Liens) and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

(a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) right and privileges under Applicable Laws with respect to the use or ownership of any of the foregoing and (ii) continuations, extensions and renewals thereof and amendments thereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that

the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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 4. Termination. Upon the Termination of Obligations, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Agent shall on the date thereof and, upon any request by any Pledgor, promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.


SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


SECTION 7. Governing Law. The terms of Section 9.03 and Section 9.09 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

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| | <p>PLEDGOR:</p> <p>FCA, LLC</p> <p>By: </p> <p>Name: David Wilsted Title: Chief Executive Officer and President</p> |
| <p>Accepted and Agreed:</p> <p>CCP AGENCY, LLC, as Agent</p> <p>By: Comvest Capital Advisors LLC, its sole Member</p> <p>By: _____ Name: _____ Title: _____</p> | |



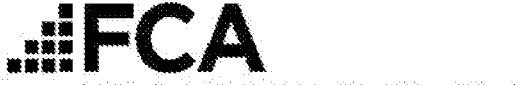




IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

| | |
|--|---|
| | <p>PLEDGOR:</p> <p>FCA, LLC</p> <p>By: _____ Name: _____ Title: _____</p> |
| <p>Accepted and Agreed:</p> <p>CCP AGENCY, LLC, as Agent</p> <p>By: Comvest Capital Advisors LLC, its sole Member</p> <p> By: _____ Name: Greg Reynolds Title: Partner</p> | |

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks:

| <u>Loan Party</u> | <u>Jurisdiction</u> | <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|-------------------|---------------------|--|-------------------------|--------------------------|
| FCA, LLC | U.S. |  (Int. Cls. 35, 37, 40 and 42) | 3,947,133 | April 19, 2011 |
| FCA, LLC | U.S. |  (Int. Cls. 35, 37, 40 and 42) | 3,940,234 | April 5, 2011 |
| FCA, LLC | U.S. |  (Int. Cl. 20) | 4,013,586 | August 16, 2011 |
| FCA, LLC | U.S. |  (Class 20) | 4,013,585 | August 16, 2011 |
| FCA, LLC | U.S. | PACKSTRAND | 6,151,579 | September 15, 2020 |
| FCA, LLC | U.S. |  | 4,516,044 | April 15, 2014 |
| FCA, LLC | European Union |  | 12179412 | February 19, 2014 |
| FCA, LLC | European Union |  | 012315446 | March 18, 2014 |