

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM634854

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900602462		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rohrer CP LLC		03/15/2021	Limited Liability Company: DELAWARE
Rohrer Corporation		03/15/2021	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Cantor Fitzgerald Securities		
Street Address:	110 E. 59th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	General Partnership: NEW YORK		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	1849619	TRANSCLAM	
Registration Number:	1668541	TC	
Registration Number:	1362458	COMBOBLISTER	
Registration Number:	4983238	PAKSEAL	
Registration Number:	5011584	AQUASEAL	
Registration Number:	5016403	AQUASEAL PRO	
Registration Number:	5025600	PRESSEAL	
Registration Number:	4738031	CARDBAK	
Registration Number:	3432085	CLUBPAK	
Registration Number:	3432086	SUSTAINPAK	
Serial Number:	90211295	RFOIL	
Serial Number:	90211329	RSTRUCTURE	
Serial Number:	90211368	RTOUCH	
Serial Number:	90211412	RMETALLIC	
Serial Number:	90211471	PROCESS+	
Serial Number:	90211534	EZCOMBO	
Serial Number:	90211568	ECOCOMBO	

TRADEMARK

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: 212.940.6562
Email: joanne.arnold@katten.com
Correspondent Name: Joanne BL Arnold
Address Line 1: Katten
Address Line 2: 575 Madison Avenue
Address Line 4: New York, NEW YORK 10022-2585

NAME OF SUBMITTER:	Joanne BL Arnold
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SIGNATURE:	/Joanne BL Arnold/
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DATE SIGNED:	03/26/2021
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Total Attachments: 13

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE PARTIES HERETO ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF MARCH 15, 2021, (AS AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), BY AND BETWEEN ANTARES CAPITAL LP, AS FIRST LIEN AGENT, AND CANTOR FITZGERALD SECURITIES, AS SECOND LIEN AGENT, IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 15, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Cantor Fitzgerald Securities (“Cantor Fitzgerald”), as collateral agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of March 15, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders from time to time party thereto and Cantor Fitzgerald, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent for the benefit of the Secured Parties as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties and to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; but excluding any intent-to-use United States trademark applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and 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 Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, subject to the terms and conditions of the Credit Agreement and the Guaranty and Security Agreement, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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 agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

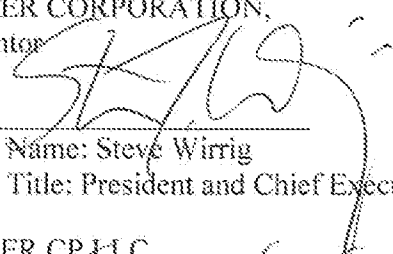
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Concerning the Agent. Cantor Fitzgerald Securities is entering into this Trademark Security Agreement solely in its capacity as the Agent pursuant to the Guaranty and Security Agreement and the Credit Agreement and not in its individual or corporate capacity. In acting hereunder, the Agent shall be entitled to all of the rights, privileges and immunities granted to it under the Guaranty and Security Agreement and the Credit Agreement as if such rights, privileges and immunities were set forth herein.

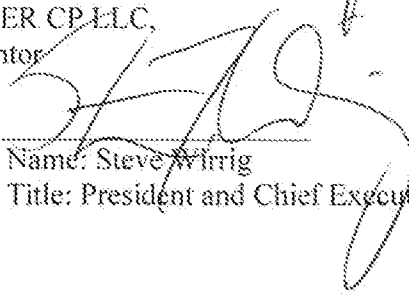
[SIGNATURE PAGES FOLLOW]

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

ROHRER CORPORATION,
as Grantor

By: 
Name: Steve Wirrig
Title: President and Chief Executive Officer

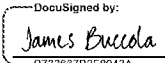
ROHRER CP LLC,
as Grantor

By: 
Name: Steve Wirrig
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

CANTOR FITZGERALD SECURITIES
as Agent

By: 
Name: James Buccola
Title: Head of Fixed Income



(Rohrer)



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007233 FRAME: 0019

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Registration No.	Registration Date	Status of Mark	Owner/Applicant
TRANSCLAM	1849619	8/9/94	Renewed (Registered)	Rohrer Corporation
TC and Design 	1668541	12/17/91	Renewed (Registered)	Rohrer Corporation
COMBOBLISTER	1362458	9/24/85	Renewed (Registered)	Rohrer Corporation
PakSeal	4983238	6/21/16	Registered	Rohrer CP LLC
AquaSeal	5011584	8/2/16	Registered	Rohrer CP LLC
AquaSeal Pro	5016403	8/9/16	Registered	Rohrer CP LLC
PressSeal	5025600	8/23/16	Registered	Rohrer CP LLC
CardPak 	4738031	5/19/15	Registered Section 2(F)	Rohrer CP LLC
ClubPak	3432085	5/20/08	Renewed (Registered)	Rohrer CP LLC
SustainPak	3432086	5/20/08	Renewed (Registered)	Rohrer CP LLC

2. TRADEMARK APPLICATIONS

Mark	Application No.	Application Date	Status of Mark	Owner/Applicant
rFoil	90211295	9/25/2020	Pending	Rohrer Corporation
rStructure	90211329	9/25/2020	Pending	Rohrer Corporation
rTouch	90211368	9/25/2020	Pending	Rohrer Corporation

Mark	Application No.	Application Date	Status of Mark	Owner/ Applicant
rMetallic	90211412	9/25/2020	Pending	Rohrer Corporation
Process+	90211471	9/25/2020	Pending	Rohrer Corporation
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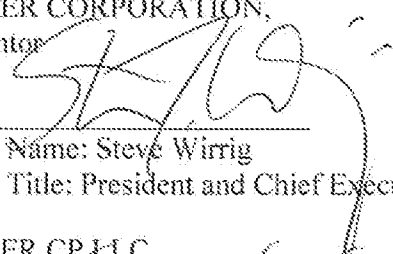
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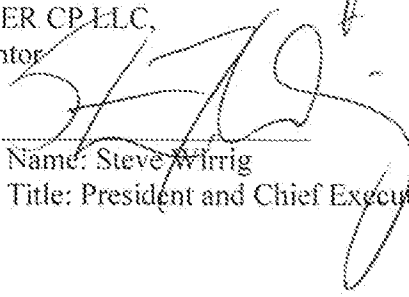
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as Grantor

By: 
Name: Steve Wirrig
Title: President and Chief Executive Officer

ROHRER CP LLC,
as Grantor

By: 
Name: Steve Wirrig
Title: President and Chief Executive Officer

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ACCEPTED AND AGREED
as of the date first above written:

CANTOR FITZGERALD SECURITIES
as Agent

By: DocuSigned by: James Buccola
...B733667B2F8943A...
Name: James Buccola
Title: Head of Fixed Income





(Rohrer)

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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

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