

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM636329

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Graphic Packaging International, LLC		04/01/2021	Limited Liability Partnership: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of America, N.A., as Administrative Agent
<b>Street Address:</b>	900 W. Trade Street
<b>Internal Address:</b>	NC1-026-06-09
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28255
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	5730642	AUTOMAXX
Serial Number:	87502840	CONNEXX
Serial Number:	90274598	DIAMONDCLIP
Registration Number:	5703571	ECONOPAXX
Registration Number:	5703572	ECONOPAXX
Serial Number:	90250807	ECOWRAP
Serial Number:	88182105	ENVIROCLIP
Serial Number:	88194673	ENVIROCLIP
Serial Number:	88699324	FRESH POP CORN DELICIOUS CRISP DELICIOUS
Registration Number:	5775659	GRAPHIC PACKAGING
Registration Number:	6195659	GREATER FLEXIBILITY. LESS SPACE.
Serial Number:	88702006	GRIPCLIP
Registration Number:	5705219	INTEGRAFLEX
Registration Number:	5581033	INTEGRAPAK
Registration Number:	6201205	KEELCLIP
Serial Number:	88744543	KEELCLIP
Registration Number:	6201206	KEELCLIP
Serial Number:	88744545	KEELCLIP

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5062023	MAUI CUP
Registration Number:	5775660	
Serial Number:	88677302	PACESETTER CONCEAL
Serial Number:	88677305	PACESETTER CONCEAL
Registration Number:	5519852	QUIKFLEX RESHAPE
Registration Number:	5519851	RESHAPE
Registration Number:	5519856	RESHAPE
Registration Number:	3262276	JAVASTOCK

**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:** 7043432000

**Email:** twitcher@mcguirewoods.com

**Correspondent Name:** Terry L. Witcher, Senior Paralegal

**Address Line 1:** McGuireWoods LLP

**Address Line 2:** 201 N. Tryon Street, Suite 3000

**Address Line 4:** Charlotte, NORTH CAROLINA 28202

<b>NAME OF SUBMITTER:</b>	Terry L. Witcher
<b>SIGNATURE:</b>	/s/ Terry L. Witcher
<b>DATE SIGNED:</b>	04/01/2021

**Total Attachments: 5**

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

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (“Agreement”), dated as of April 1, 2021, is made by each of the undersigned (each a “Granting Party” and collectively, the “Granting Parties”), in favor of Bank of America, N.A. (the “Agent”), as administrative agent for the several banks and other financial institutions (the “Lenders”), parties to the Fourth Amended and Restated Credit Agreement, dated as of April 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Graphic Packaging International, LLC, a Delaware limited liability company (the “Company”), certain Subsidiaries of the Company from time to time party thereto (together with the Company, the “Borrowers”), the Agent, and the Lenders from time to time party thereto.

**W I T N E S S E T H:**

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans and other extensions of credit to the Borrowers upon the terms and conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Graphic Packaging International Partners, LLC, the Company and certain of its Subsidiaries executed and delivered a Fourth Amended and Restated Guarantee and Collateral Agreement, dated as of April 1, 2021, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Granting Party has granted to the 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 Lenders to continue and to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Granting Parties agree, for the benefit of the 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 Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Each Granting Party hereby confirms that pursuant to the Guarantee and 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 Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Trademarks 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, 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 Guarantee and Collateral Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

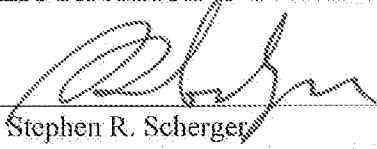
SECTION 4. Acknowledgment. Each Granting Party does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks and Trademark Applications are fully set forth in the Credit Agreement and the Guarantee and Collateral 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: Stephen R. Scherger  
Title: Executive Vice President and Chief Financial Officer

BANK OF AMERICA, N.A., as Administrative Agent

By: *Ronaldo Naval*  
Name: Ronaldo Naval  
Title: Vice President

**SCHEDULE A  
TRADEMARKS AND TRADEMARK APPLICATIONS**

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

Trademark	Country	Status	App. No.	Reg. No.
AUTOMAXX	United States of America	Registered	86/801,078	5,730,642
CONNEXX	United States of America	Pending ITU	87/502,840	-
DIAMONDCLIP	United States of America	Pending ITU	90/274,598	-
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
ECOWRAP	United States of America	Pending ITU	90/250,807	-
ENVIROCLIP	United States of America	Pending ITU	88/182,105	-
ENVIROCLIP & Design	United States of America	Pending ITU	88/194,673	-
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	-
GRAPHIC PACKAGING	United States of America	Registered	88/226,996	5,775,659
GREATER FLEXIBILITY LESS SPACE	United States of America	Registered	87/983,170	6,195,659
GRIPCLIP	United States of America	Pending ITU	88/702,006	-
INTEGRAFLEX	United States of America	Registered	87/920,789	5,705,219
INTEGRAPAK	United States of America	Registered	86/313,565	5,581,033
KEELCLIP	United States of America	Registered	88/356,432	6,201,205
KEELCLIP	United States of America	Pending ITU	88/744,543	-
KEELCLIP & DESIGN	United States of America	Registered	88/356,433	6,201,206
KEELCLIP & DESIGN	United States of America	Pending ITU	88/744,545	-
MAUI CUP & DESIGN	United States of America	Registered	86/713,060	5,062,023
NEW TREE DESIGN	United States of America	Registered	88/226,998	5,775,660
PACESETTER CONCEAL	United States of America	Pending ITU	88/677,302	-
PACESETTER CONCEAL & DESIGN	United States of America	Pending ITU	88/677,305	-
QUIKFLEX RESHAPE	United States of America	Registered	86/461,653	5,519,852
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
JAVASTOCK	United States of America	Registered	78/552,471	3,262,276