

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644032

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fogg Filler Company, LLC		04/23/2021	Limited Liability Company: MICHIGAN
Bartelt Packaging LLC		04/23/2021	Limited Liability Company: DELAWARE
DSI Process Systems LLC		04/23/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2220378	
Registration Number:	2235826	VENTRA FLOW
Registration Number:	2371252	FOGG
Registration Number:	3068657	TRI-LINE
Registration Number:	3640048	MICROB-BLASTER
Registration Number:	3732017	SANIBAR
Registration Number:	3160800	ACCULIFT
Registration Number:	4180038	VSE-18
Registration Number:	4180039	VSE-30
Registration Number:	4180040	Z-24
Registration Number:	4724305	QUICK START
Registration Number:	5203270	BOTTLE BLASTER
Registration Number:	2560057	CLIP-N-GO
Registration Number:	3101088	CLEANFLOW
Registration Number:	3471153	BLENZER

CH \$440.00 2220378

Property Type	Number	Word Mark
Registration Number:	717171	BARTELT
Serial Number:	90043406	SP-63

CORRESPONDENCE DATA

Fax Number: 2125305219
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: 2125305243
Email: dcip@milbank.com, ehyla@milbank.com
Correspondent Name: Eric Hyla, Esq.
Address Line 1: 55 Hudson Yards
Address Line 2: Milbank, LLP
Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER:	30045.98102
NAME OF SUBMITTER:	Eric Hyla
SIGNATURE:	/Eric Hyla/
DATE SIGNED:	05/03/2021

Total Attachments: 6

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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 April 23, 2021, is made by Fogg Filler Company, LLC, a Michigan limited liability company (“**Fogg Filler**”), Bartelt Packaging LLC, a Delaware limited liability company (“**Bartelt**”) and DSI Process Systems LLC, a Delaware limited liability company (“**DSI Process**” and together with Fogg Filler and Bartelt, the “**Grantors**” and each, a “**Grantor**”), 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 7, 2018 (as supplemented by that certain Supplement No. 1 to Second Lien Security Agreement, dated as of June 15, 2020 (“**Supplement No. 1 to Second Lien Security Agreement**”), as supplemented by that certain Supplement No. 2 to Second Lien Security Agreement, dated as of the date hereof (“**Supplement No. 2 to First Lien Security Agreement**”), and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among each Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has 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, each Grantor agrees 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, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with (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 (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 (it being understood that after such filing and acceptance 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. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. 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 agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does 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. 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, WITHOUT LIMITATION, 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).

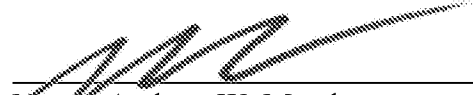
SECTION 7. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND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

SECURITY AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT
SHALL GOVERN AND CONTROL.


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


FOGG FILLER COMPANY, LLC

By: 
Name: Andrew W. Moeder
Title: Vice President, Secretary and Treasurer

DSI PROCESS SYSTEMS LLC


By: 
Name: Andrew W. Moeder
Title: Vice President, Secretary and Treasurer

BARTELT PACKAGING LLC

By: 
Name: Andrew W. Moeder
Title: Vice President, Secretary and Treasurer

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent

By: 
Name: Benjamin J. Krueger
Title: Vice President

SCHEDULE A

<u>Grantor</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Serial Number</u>	<u>Registration Date</u>
Fogg Filler Company, LLC		2220378	75388381	11/12/1997
Fogg Filler Company, LLC	VentraFlow	2235826	75417780	3/30/1999
Fogg Filler Company, LLC	FOGG	2371252	75811729	7/25/2000
Fogg Filler Company, LLC	TRI-LINE	3068657	76526472	3/14/2006
Fogg Filler Company, LLC	MICROB-BLASTER	3640048	77010471	6/16/2009
Fogg Filler Company, LLC	SANIBAR	3732017	77392549	7/29/2009
Fogg Filler Company, LLC	ACCULIFT	3160800	78631667	10/17/2006
Fogg Filler Company, LLC	VSE-18	4180038	85133715	7/24/2012
Fogg Filler Company, LLC	VSE-30	4180039	85133722	1/24/2012
Fogg Filler Company, LLC	Z-24	4180040	85133753	7/24/2012
Fogg Filler Company, LLC	QUICK START	4724305	85888726	4/21/2015
Fogg Filler Company, LLC	BOTTLE BLASTER	5203270	87054266	5/16/2017
Fogg Filler Company, LLC	CLIP-N-GO	2560057	76035702	4/9/2002
Fogg Filler Company, LLC	CLEANFLOW	3101088	76415520	6/6/2006
Fogg Filler Company, LLC	SP-63	n/a	90043406	7/9/2020 ¹
DSI Process Systems LLC	BLENZER	3471153	77333108	7/22/2008
Bartelt Packaging LLC	Bartelt	717171	72104885	6/20/1961

¹ NTD: This TM will be considered abandoned as of July 26, 2021.