

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM676529

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TRICORBRAUN INC.		09/23/2021	Corporation: MISSOURI

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION, as 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: 6

Property Type	Number	Word Mark
Serial Number:	90842457	SGB PACKAGING A TRICORBRAUN COMPANY
Serial Number:	90549618	BIOTRE
Serial Number:	90549620	POLYRECYCLE BY TRICORBRAUN FLEX
Serial Number:	90567594	RODA A TRICORBRAUN COMPANY
Serial Number:	90806867	PRICE CONTAINER A TRICORBRAUN COMPANY
Serial Number:	90835732	THE BEST PLACE FOR THE BEST PEOPLE IN PA

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: 2023704750
 Email: ipteam@cogencyglobal.com
 Correspondent Name: Joanna McCall
 Address Line 1: 1025 Connecticut Ave NW, Suite 712
 Address Line 2: Cogency Global Inc.
 Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1479495 2L
NAME OF SUBMITTER:	Jonathan R. Larson
SIGNATURE:	/Jonathan R. Larson/

DATE SIGNED:	09/24/2021
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Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This SUPPLEMENT No. 1 dated as of September 23, 2021 (this “Supplement”), to the SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2021 (as amended, restated, modified or supplemented from time to time, the “Trademark Security Agreement”) is made by TRICORBRAUN INC., a Missouri corporation (the “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, the Grantor is party to (i) that certain Second Lien Security Agreement, dated as of March 3, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Grantor and the other grantors party thereto and the Collateral Agent; and (ii) the Trademark Security Agreement;

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor; and

WHEREAS, the Grantor has agreed to execute this Supplement 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, the 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, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under the applied for Trademarks set forth on Schedule A hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and, with respect to the foregoing, (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 (collectively, 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 to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that, after such period, 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. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Supplement with the U.S. Patent and

Trademark Office.

SECTION 4. Execution in Counterparts.

(a) This Supplement 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 instrument. Any signature to this Supplement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable Law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Supplement.

(b) Each party hereto represents and warrants to the other parties hereto that it has the corporate capacity and authority to execute this Supplement through electronic means and there are no restrictions for doing so in such party's constitutive documents.

SECTION 5. Security Agreement. The 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, and the security interest granted hereunder to the Collateral Agent is in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. In the event that any provision of this Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.


SECTION 6. Governing Law. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING 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 Agreements. 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 SUPPLEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS SUPPLEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Supplement as of the date first above written.

TRICORBRAUN INC.

By: 

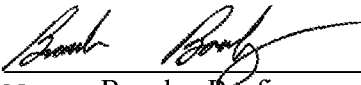
Name: Declan McCarthy
Title: Senior Vice President and
Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 007431 FRAME: 0186

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent

By: 
Name: Brandon Bonfig
Title: Assistant Vice President

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 007431 FRAME: 0187

SCHEDULE A

1. U.S. Trademark Applications

Holder	Mark	Application No.	Application Date
TricorBraun Inc.	SGB PACKAGING A TRICORBRAUN COMPANY	90/842,457	July 22, 2021
TricorBraun Inc.	BIOTRE	90549618	February 26, 2021
TricorBraun Inc.	POLYRECYCLE BY TRICORBRAUN FLEX	90549620	February 26, 2021
TricorBraun Inc.	RODA A TRICORBRAUN COMPANY	90567594	March 9, 2021
TricorBraun Inc.	PRICE CONTAINER A TRICORBRAUN COMPANY	90806867	July 1, 2021
TricorBraun Inc.	THE BEST PLACE FOR THE BEST PEOPLE IN PACKAGING	90835732	July 19, 2021