TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679221

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement (Second Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mold-Rite Plastics, LLC		10/04/2021	Limited Liability Company: DELAWARE
Stull Technologies LLC		10/04/2021	Limited Liability Company: DELAWARE
Weatherchem Corporation		10/04/2021	Corporation: OHIO

RECEIVING PARTY DATA

Name:	Deutsche Bank AG, New York Branch, as Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	6311111	SLEEK CR
Registration Number:	6412565	FLIP-N-SQUEEZE
Registration Number:	5313354	SPICEGEN II
Registration Number:	4469510	MRP MOLD-RITE PLASTICS INNOVATIVE. RELIA
Registration Number:	4512868	ULTRA LIGHT
Registration Number:	4367768	LIQUIFLAPPER
Registration Number:	4408232	EZ-SAFE
Registration Number:	4426356	EZ-GRIP
Registration Number:	4389338	MEGAFLAP
Registration Number:	2834569	STULL
Registration Number:	3871108	
Registration Number:	3627392	NUTRAGEN II
Registration Number:	3576621	FLAPMATE
Registration Number:	3443398	WEATHERCHEM INNOVATIVE DISPENSING CLOSUR
Registration Number:	3400504	
Registration Number:	2744393	NUTRAFLAPPER

OP $490.00 6311111

Property Type	Number	Word Mark
Registration Number:	2317625	12
Registration Number:	1476890	FLAPPER
Registration Number:	0974773	WEATHERCHEM

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 8007130755

Email: Ted.mulligan@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	10/06/2021

Total Attachments: 13

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Form **PTO-1594** (Rev. **4-18**)
OMB Collection 0651-0027 (exp. 06/30/2021)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

1. Mold-Rite Plastics, LLC
   Limited liability company - Delaware, USA
2. Stull Technologies LLC
   Limited liability company - Delaware, USA
3. Weatherchem Corporation
   Corporation - Ohio, USA

☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Deutsche Bank AG, New York Branch, as Collateral Agent

Street Address: 60 Wall Street

City: New York

State: NY

Country: US Zip: 10005

☐ Individual(s) Citizenship

☐ Association Citizenship

☐ Partnership Citizenship

☐ Limited Partnership Citizenship

☐ Corporation Citizenship

☒ Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 4, 2021

☐ Assignment ☐ Merger

☐ Security Agreement ☐ Change of Name

☒ Other Security Agreement (Second Lien)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

see attached Schedule B

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Project Niagara (05501.0543 2L)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved: 19

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $

☐ Authorized to be charged to deposit account

☐ Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature: Doris Ka — October 5, 2021

Signature — Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "IP Security Agreement"), dated October 4, 2021 is among the Persons listed on the signature pages hereof (collectively, the "Grantors") and Deutsche Bank AG New York Branch, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Montana MergerCo, LLC, a Delaware limited liability company ("Merger Sub" or the "Initial Borrower"), Valcour Packaging, LLC, a Delaware limited liability company (together with the Initial Borrower, the "Borrower"), which, upon and immediately following the consummation of the Merger, shall succeed to all rights and obligations of the Initial Borrower, and Montana Intermediate, LLC, a Delaware limited liability company ("Holdings") have entered into the Second Lien Term Loan Credit Agreement, dated as of October 4, 2021 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), with the lenders and financial institutions from time to time party thereto and Deutsche Bank AG New York Branch, as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Term Loans by the Lenders from time to time, each Grantor has executed and delivered that certain Second Lien Security Agreement, dated October 4, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

A. Grant of Security. Each Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations of such Grantor, hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and

to all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the "Collateral"):

a. all Patents, including, without limitation, those set forth in Schedule A hereto;

b. all Trademarks, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as, the creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby;

c. all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto;

d. all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts; Effectiveness of Fascimile or Electronic Documents and Signatures. This 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 of this Agreement by facsimile or other electronic transmission (including ".pdf", ".tif" or similar format) shall be effective as delivery of a manually executed counterpart hereof. The words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. "Electronic Signatures" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

E. Grants, Rights and Remedies. This IP 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 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 of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction; Etc. SECTION 10.15 (GOVERNING LAW; JURISDICTION), SECTION 10.16 (SERVICE OF PROCESS) AND SECTION 10.17 (WAIVER OF RIGHT TO TRIAL BY JURY) OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE, MUTATIS MUTANDIS.

G. Intercreditor Agreement. Section 23 (INTERCREDITOR AGREEMENT) OF THE SECURITY AGREEMENT IS INCORPORATED BY REFERENCE, MUTATIS MUTANDIS.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

MOLD-RITE PLASTICS, LLC,
a Delaware limited liability company

By: _____
Name: Brian J. Bauerbach
Title: Chief Executive Officer

STULL TECHNOLOGIES LLC,
a Delaware limited liability company

By: _____
Name: Brian J. Bauerbach
Title: Chief Executive Officer

WEATHERCHEM CORPORATION,
an Ohio corporation

By: _____
Name: Brian J. Bauerbach
Title: Chief Executive Officer

[Project Niagara - Signature Page to Second Lien IP Security Agreement]

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: _____
Name: Elvin E. Roland
Title: Managing Director

By: _____
Name: Ryan Coming
Title: Managing Director

[Signature Page to Second Lien IP Security Agreement]

SCHEDULE A

U.S. Patents and Patent Applications[1]

Title	Appl. No.	Filing Date	Patent No.	Issue Date	Status	Owner
Sift-resistant dispensing closure	14/025,758	9/12/2013	10589909	3/17/2020	Granted	Weatherchem Corporation
Pill shelf flip cap closure	14/743,261	6/18/2015	10421597	9/24/2019	Granted	Weatherchem Corporation
Dual hinge flip flap closure	14/743,235	6/18/2015	10173811	1/8/2019	Granted	Weatherchem Corporation
One-piece dispensing closure	12/314,368	12/9/2008	9371162	6/21/2016	Granted	Weatherchem Corporation
Child-resistant flip-top closure	14/330,568	7/14/2014	9327884	5/3/2016	Granted	Gene R. Stull, Sr.
Full open disk dispensing closure	14/250,171	4/10/2014	9327883	5/3/2016	Granted	Weatherchem Corporation
Closure with tamper evident push-pull tether	13/839,887	3/15/2013	9321567	4/26/2016	Granted	Weatherchem Corporation
Closure with utensil retention mechanism	13/539,879	7/2/2012	8833584	9/16/2014	Granted	Weatherchem Corporation
Full open disk dispensing closure	12/899,278	10/6/2010	8720748	5/13/2014	Granted	Weatherchem Corporation
Sift-resistant dispensing closure	12/382,270	3/12/2009	8550313	10/8/2013	Granted	Weatherchem Corporation
Break-away impact-resistant tip*	11/899,506	9/6/2007	8272522	9/25/2012	Granted	MRP New Jersey LLC
Lightweight child-resistant closure*	12/625,997	11/25/2009	8205761	6/26/2012	Granted	MRP New Jersey LLC
Removable and reusable container closure with vent*	11/075,788	3/9/2005	7946443	5/24/2011	Granted	MRP New Jersey LLC
Shock resistant break-off top*	11/236,950	9/28/2005	7810680	10/12/2010	Granted	MRP New Jersey LLC
Double bead sealing system for container closure*	11/583,568	10/18/2006	7743952	6/29/2010	Granted	MRP New Jersey LLC
Removable locking container cover with slotted outer skirt*	11/654,322	1/17/2007	7594588	9/29/2009	Granted	MRP New Jersey LLC
Removable locking container cover*	11/542,547	10/3/2006	7594587	9/29/2009	Granted	MRP New Jersey LLC
Container closure and method of assembly*	11/175,587	7/6/2005	7299952	11/27/2007	Granted	MRP New Jersey LLC

[1] Patents marked with an asterisk (*) are presently held by MRP New Jersey LLC. The process to update title to Stull Technologies LLC with the USPTO will be a post-closing item.

Title	Appl. No.	Filing Date	Patent No.	Issue Date	Status	Owner
Container closure and method of assembly*	10/888,162	7/8/2004	7152763	12/26/2006	Granted	MRP New Jersey LLC
Secure lock closure*	10/194,818	7/12/2002	6880729	4/19/2005	Granted	MRP New Jersey LLC
Liquid dispensing closure	10/342,556	1/15/2003	6830721	12/14/2004	Granted	Weatherchem Corporation
Combined container and closure	09/779,312	2/8/2001	6761279	7/13/2004	Granted	Weatherchem Corporation
Self-cleaning shape memory retaining valve*	10/116,366	4/4/2002	6726063	4/27/2004	Granted	MRP New Jersey LLC
Liquid dispensing closure	09/974,484	10/10/2001	6510971	1/28/2003	Granted	Weatherchem Corporation
Closure with tamper evident secondary piece	14/728,262	6/2/2015	--	--	Pending	Weatherchem Corporation
Sift-resistant dispensing closure	16/819,372	3/16/2020	--	--	Pending	Weatherchem Corporation
Container with a cylindrical shaped outer skirt	29/683,278	3/12/2019	D860792	9/24/2019	Granted	Mold-Rite Plastics, LLC
One-piece container with lid	29/414,152	2/24/2012	D731303	6/9/2015	Granted	Weatherchem Corporation
Hefty lug for a bottle cap	29/438,487	11/30/2012	D691047	10/8/2013	Granted	Philip Titherington
Disc top closure with wave contour	29/447,764	3/6/2013	D686077	7/16/2013	Granted	Stull Technologies, Inc.[2]
Disc top closure with wave contour*	29/374,309	6/27/2011	D686073	7/16/2013	Granted	MRP New Jersey LLC
Lightweight closure with cathedral slotted side openings*	29/390,257	4/21/2011	D679596	4/9/2013	Granted	MRP New Jersey LLC
Lightweight closure with a cross bar top*	29/390,256	4/21/2011	D679595	4/9/2013	Granted	MRP New Jersey LLC
Lightweight closure with top spokes and center hole*	29/390,255	4/21/2011	D679594	4/9/2013	Granted	MRP New Jersey LLC
Lightweight closure with complete top spokes*	29/390,254	4/21/2011	D679593	4/9/2013	Granted	MRP New Jersey LLC

[2] The process to update title to Stull Technologies LLC with the USPTO will be a post-closing item.

Title	Appl. No.	Filing Date	Patent No.	Issue Date	Status	Owner
Lightweight closure with step slotted side openings*	29/390,250	4/21/2011	D679592	4/9/2013	Granted	MRP New Jersey LLC
Lightweight closure with arrow slotted side openings*	29/390,248	4/21/2011	D679591	4/9/2013	Granted	MRP New Jersey LLC
Lightweight closure with top spokes*	29/390,245	4/21/2011	D679590	4/9/2013	Granted	MRP New Jersey LLC
Bottle cap	29/426,775	7/10/2012	D677161	3/5/2013	Granted	Philip Titherington
Flip top closure*	29/384,278	1/28/2011	D666494	9/4/2012	Granted	MRP New Jersey LLC
Dispensing closure for pourable material	29/363,320	6/8/2010	D634198	3/15/2011	Granted	Weatherchem Corporation
Bottle cap	29/380,141	12/1/2010	D633808	3/8/2011	Granted	Philip Titherington
Closure*	29/349,380	3/29/2010	D630511	1/11/2011	Granted	MRP New Jersey LLC
Dispensing closure	29/363,329	6/8/2010	D628893	12/14/2010	Granted	Weatherchem Corporation
Dispensing closure	29/363,327	6/8/2010	D628892	12/14/2010	Granted	Weatherchem Corporation
Dispensing closure	29/363,325	6/8/2010	D628891	12/14/2010	Granted	Weatherchem Corporation
Dispensing closure	29/363,324	6/8/2010	D628890	12/14/2010	Granted	Weatherchem Corporation
Dispensing closure	29/363,323	6/8/2010	D628889	12/14/2010	Granted	Weatherchem Corporation
Dispensing closure for pourable material	29/363,319	6/8/2010	D628888	12/14/2010	Granted	Weatherchem Corporation
Dispensing closure for pourable material	29/363,318	6/8/2010	D628887	12/14/2010	Granted	Weatherchem Corporation
Lightweight closure*	29/350,922	11/25/2009	D617191	6/8/2010	Granted	MRP New Jersey LLC
Lightweight closure cap*	29/350,943	11/25/2009	D616747	6/1/2010	Granted	MRP New Jersey LLC
Lightweight closure*	29/350,937	11/25/2009	D616746	6/1/2010	Granted	MRP New Jersey LLC
Lightweight closure cap*	29/350,926	11/25/2009	D616745	6/1/2010	Granted	MRP New Jersey LLC
Dispensing closure	29/311,864	7/16/2009	D603703	11/10/2009	Granted	Weatherchem Corporation
Dispensing closure	29/309,999	12/2/2008	D603702	11/10/2009	Granted	Weatherchem Corporation

Title	Appl. No.	Filing Date	Patent No.	Issue Date	Status	Owner
Contact lens case*	29/259,647	5/12/2006	D551448	9/25/2007	Granted	MRP New Jersey LLC
Container with polygon shaped skirt	29/683,275	3/12/2019	D902044	11/17/2020	Granted	Mold-Rite Plastics, LLC

SCHEDULE B

U.S. Trademark Registrations and Applications

Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
SLEEK CR	88914391	5/13/2020	6311111	3/30/2021	Registered - Supplemental Register	Mold-Rite Plastics, LLC
FLIP-N-SQUEEZE	88914429	5/13/2020	6412565	7/6/2021	Registered	Mold-Rite Plastics, LLC
SPICEGEN II	87203802	10/14/2016	5313354	10/17/2017	Registered	Mold-Rite Plastics, LLC
MRP MOLD-RITE PLASTICS INNOVATIVE. RELIABLE. RESPONSIVE. and Design	85924504	5/6/2013	4469510	1/21/2014	Registered	Mold-Rite Plastics, LLC
ULTRA LIGHT	85917618	4/29/2013	4512868	4/8/2014	Registered - Supplemental Register	Stull Technologies, Inc. (New Jersey Corporation)[3]
LIQUIFLAPPER	85777468	11/12/2012	4367768	7/16/2013	Registered	Weatherchem Corporation
EZ-SAFE	85665598	6/29/2012	4408232	9/24/2013	Registered	Mold-Rite Plastics, LLC
EZ-GRIP	85665430	6/29/2012	4426356	10/29/2013	Registered	Mold-Rite Plastics, LLC
MEGAFLAP	85658973	6/22/2012	4389338	8/20/2013	Registered	Weatherchem Corporation
STULL	78240767	4/22/2003	2834569	4/20/2004	Registered (Renewed)	MRP New Jersey LLC (a Delaware limited liability company)[4]
Design Only	77678257	2/25/2009	3871108	11/2/2010	Registered (Renewed)	Weatherchem Corporation

[3] The process to update title to Stull Technologies LLC with the USPTO will be a post-closing item.

[4] The process to update title to Stull Technologies LLC with the USPTO will be a post-closing item.

Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
NUTRAGEN II	76676255	4/30/2007	3627392	5/26/2009	Registered (Renewed)	Weatherchem Corporation
FLAPMATE	76676254	4/30/2007	3576621	2/17/2009	Registered (Renewed)	Weatherchem Corporation
WEATHERCHEM INNOVATIVE DISPENSING CLOSURES and Design	76676253	4/30/2007	3443398	6/10/2008	Registered (Renewed)	Weatherchem Corporation
Design Only	76676252	4/30/2007	3400504	3/25/2008	Registered (Renewed)	Weatherchem Corporation
NUTRAFLAPPER	76361388	1/22/2002	2744393	7/29/2003	Registered (Renewed)	Weatherchem Corporation
12 and Design	75358625	9/17/1997	2317625	2/15/2000	Registered (Renewed)	Mold-Rite Plastics, LLC
FLAPPER	73669788	7/1/1987	1476890	2/16/1988	Registered (Renewed)	Weatherchem Corporation
WEATHERCHEM	72414854	2/7/1972	0974773	12/18/1973	Registered (Renewed)	Weatherchem Corporation

SCHEDULE C

U.S. Copyright Registrations

Title	Registration No.	Registration Date	Owner
Cap illustration	VA0000511524	6/19/1992	Mold-Rite Plastics, LLC