

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696595

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fogg Filler Company, LLC		12/17/2021	Limited Liability Company: MICHIGAN
DSI Process Systems LLC		12/17/2021	Limited Liability Company: DELAWARE
Matrix Packaging Machinery LLC		12/17/2021	Limited Liability Company: WISCONSIN
Weiler Labeling Systems, LLC		12/17/2021	Limited Liability Company: DELAWARE
Roberts Polypro Inc.		12/17/2021	Corporation: SOUTH CAROLINA
Stock America LLC		12/17/2021	Limited Liability Company: NORTH CAROLINA
Quest Industrial LLC		12/17/2021	Limited Liability Company: WISCONSIN
Serpa Packaging Solutions LLC		12/17/2021	Limited Liability Company: CALIFORNIA
Bartelt Packaging LLC		12/17/2021	Limited Liability Company: DELAWARE
ID Technology LLC		12/17/2021	Limited Liability Company: TEXAS
Pharmaworks LLC		12/17/2021	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	MORGAN STANLEY SENIOR FUNDING, INC.
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	5203270	BOTTLE BLASTER
Registration Number:	4724305	QUICK START

Property Type	Number	Word Mark
Registration Number:	4180038	VSE-18
Registration Number:	4180039	VSE-30
Registration Number:	4180040	Z-24
Registration Number:	3732017	SANIBAR
Registration Number:	3471153	BLENZER
Registration Number:	3640048	MICROB-BLASTER
Registration Number:	3160800	ACCULIFT
Registration Number:	3068657	TRI-LINE
Registration Number:	3101088	CLEANFLOW
Registration Number:	2560057	CLIP-N-GO
Registration Number:	2371252	FOGG
Registration Number:	2235826	VENTRA FLOW
Registration Number:	2220378	
Registration Number:	717171	BARTELT
Registration Number:	6239169	MATRIX
Registration Number:	6230035	PHARMAWORKS
Registration Number:	6170567	AUTONOMY
Registration Number:	6389918	CODE TECH
Registration Number:	5810340	CRAFT-PAK
Registration Number:	5217580	BLISTERMATE
Registration Number:	5165516	STOCK AMERICA
Registration Number:	3897061	PHARMA WORKS
Registration Number:	4039129	GOT BOT?
Registration Number:	2442663	GRIP-PAK
Serial Number:	90593079	SERPA

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

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: 1554117 TM

NAME OF SUBMITTER: Margot Tolley

SIGNATURE: /Margot Tolley/

DATE SIGNED:	12/21/2021
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Total Attachments: 7

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- source=Pro Mach 1L Trademark Security Agreement#page5.tif
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of December 17, 2021, is made by each signatory hereto list under “Grantor” (each a “**Grantor**” and collectively, the “**Grantors**”), in favor of MORGAN STANLEY SENIOR FUNDING, INC., as the Collateral Agent.

WHEREAS, the Grantors are party to that certain Amended and Restated First Lien Security Agreement, dated as of August 31, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

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 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, the Grantors agree 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 did and hereby does grant to the Collateral Agent, 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 constituting Registered IP Collateral and set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof or 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, (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith, and (d) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the “**Trademark Collateral**”); *provided* that “**Trademark Collateral**” shall not include, and the Security Interest shall not attach to, any Excluded Asset as provided in the Security Agreement, including 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, solely to the extent, if any, that, and solely 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.

Section 3. Recordation. The Grantors authorize and request 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 11.12 of the Credit Agreement is incorporated by reference herein, *mutatis mutandis*.

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. Sections 7.08 and 7.09 of the Security Agreement are incorporated by reference herein, *mutatis mutandis*.

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 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 APPLICABLE INTERCREDITOR AGREEMENTS. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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

GRANTORS:

Fogg Filler Company, LLC
DSI Process Systems LLC
Bartelt Packaging LLC
Matrix Packaging Machinery LLC
Pharmaworks LLC
Weiler Labeling Systems, LLC
ID Technology LLC
Roberts Polypro Inc.
Stock America LLC
Quest Industrial LLC
Serpa Packaging Solutions LLC

By: 

Name: Andrew W. Moeder

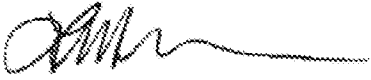
Title: Vice President, Treasurer and Secretary

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK AGREEMENT SUPPLEMENT]

TRADEMARK
REEL: 007537 FRAME: 0883

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent

By: 
Name: Lisa Hanson
Title: Authorized Signatory

SCHEDULE A

TRADEMARKS

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	BOTTLE BLASTER BOTTLE BLASTE	87054266 31-MAY-2016	5203270 16-MAY-2017	Registered	Fogg Filler Company, LLC
2.	QUICK START QUICK STAR	85888726 28-MAR-2013	4724305 21-APR-2015	Registered	Fogg Filler Company, LLC
3.	VSE-18 VSE-18	85133715 20-SEP-2010	4180038 24-JUL-2012	Registered	Fogg Filler Company, LLC
4.	VSE-30 VSE-30	85133722 20-SEP-2010	4180039 24-JUL-2012	Registered	Fogg Filler Company, LLC
5.	Z-24 Z-24	85133753 20-SEP-2010	4180040 24-JUL-2012	Registered	Fogg Filler Company, LLC
6.	SANIBAR SANIBAR	77392549 08-FEB-2008	3732017 29-DEC-2009	Registered	Fogg Filler Company, LLC
7.	BLENZER BLENZER	77333108 19-NOV-2007	3471153 22-JUL-2008	Registered	DSI Process Systems LLC
8.	MICROB- BLASTER MICROB-BLASTE	77010471 29-SEP-2006	3640048 16-JUN-2009	Registered	Fogg Filler Company, LLC
9.	ACCULIFT ACCULIFT	78631667 17-MAY-2005	3160800 17-OCT-2006	Registered	Fogg Filler Company, LLC
10.	TRI-LINE	76526472 20-JUN-2003	3068657 14-MAR-2006	Registered	Fogg Filler Company, LLC


Schedule A-1
to First Lien Trademark Security Agreement

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
11.	CLEANFLOW	76415520 05-JUN-2002	3101088 06-JUN-2006	Registered	Fogg Filler Company, LLC
12.	CLIP-N-GO	76035702 27-APR-2000	2560057 09-APR-2002	Registered	Fogg Filler Company, LLC
13.	FOGG	75811729 30-SEP-1999	2371252 25-JUL-2000	Registered	Fogg Filler Company, LLC
14.	VENTRA FLOW VentraFlow	75417780 14-JAN-1998	2235826 30-MAR-1999	Registered	Fogg Filler Company, LLC
15.	Design Only 	75388381 12-NOV-1997	2220378 26-JAN-1999	Registered	Fogg Filler Company, LLC
16.	BARTELT	72104885 21-SEP-1960	0717171 20-JUN-1961	Registered	Bartelt Packaging LLC
17.	MATRIX MATRIX	88961838 12-JUN-2020	6239169 05-JAN-2021	Registered	Matrix Packaging Machinery LLC
18.	PHARMAWORKS PHARMAWORK	88848456 26-MAR-2020	6230035 22-DEC-2020	Registered	Pharmaworks LLC
19.	AUTONOMY AUTONOMY	88493862 28-JUN-2019	6170567 06-OCT-2020	Registered	Weiler Labeling Systems, LLC
20.	CODE TECH 	88439750 21-MAY-2019	6389918 15-JUN-2021	Registered	ID Technology LLC
21.	CRAFT-PAK CRAFT-PAK	87919233 14-MAY-2018	5810340 23-JUL-2019	Registered	Roberts Polypro Inc.
22.	BLISTERMATE BlisterMate	87216645 26-OCT-2016	5217580 06-JUN-2017	Registered	Pharmaworks LLC
23.	STOCK AMERICA STOCK AMERICA	87127464 04-AUG-2016	5165516 21-MAR-2017	Registered	Stock America LLC

Schedule A-2
to First Lien Trademark Security Agreement

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#95289823v5

TRADEMARK
REEL: 007537 FRAME: 0886

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
24.	PHARMA WORKS 	85034166 10-MAY-2010	3897061 28-DEC-2010	Registered	Pharmaworks LLC
25.	GOT BOT? GOT BOT	77916881 21-JAN-2010	4039129 11-OCT-2011	Registered	Quest Industrial LLC
26.	GRIP-PAK	76015672 03-APR-2000	2442663 10-APR-2001	Registered	Roberts Polypro Inc.
27.	SERPA SERPA	90593079 22-MAR-2021	---	Pending	Serpa Packaging Solutions LLC

Schedule A-3
to First Lien Trademark Security Agreement

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