

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM701893

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Axium Packaging, LLC		12/29/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chasse Bank, N.A.		
Street Address:	10 S. Dearborn		
Internal Address:	Floor L2 11L1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5532789	AXIUM PLASTICS	
CORRESPONDENCE DATA			
Fax Number:			
	<i>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.</i>		
Phone:	313-223-3051		
Email:	nlevine@dickinsonwright.com		
Correspondent Name:	Alexis A. Havenstein		
Address Line 1:	500 Woodward Ave.		
Address Line 2:	Suite 4000		
Address Line 4:	Detroit, MICHIGAN 48226		
ATTORNEY DOCKET NUMBER:	000007-07827		
NAME OF SUBMITTER:	Alexis Havenstein		
SIGNATURE:	/Alexis Havenstein/		
DATE SIGNED:	01/13/2022		
Total Attachments: 6			
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of December 29, 2021 by and between Axiom Packaging, LLC, a Delaware limited liability company (the "Grantor"), and JPMorgan Chase Bank, N.A., a national banking association, in its capacity as administrative agent (the "Administrative Agent"), for the lenders party to the Credit Agreement referred to below.

Recitals

A. The Grantor, the lenders party thereto, and the Administrative Agent are parties to a Credit Agreement dated as of December 29, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, the Grantor entered into that certain Pledge and Security Agreement dated as of the date hereof (as amended or modified from time to time, the "Security Agreement") with the Administrative Agent.

C. Pursuant to the terms of the Security Agreement, the Grantor pledged, assigned and granted to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders, a first-priority security interest in substantially all of the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), patent applications, patent licenses, Trademarks (as defined in the Security Agreement), trademark applications and trademark licenses, and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations as defined in the Credit Agreement and Security Agreement.

D. Pursuant to the terms of the Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and other Loan Documents, the Grantor hereby grants to the Administrative Agent, for the benefit of the Lenders, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

- (4) each patent and patent application, including without limitation, each patent referred to in Schedule 2 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including without limitation, each patent license listed on Schedule 2 attached hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including without limitation, any patent referred to in Schedule 2 attached hereto, any patent issued pursuant to a patent application and any patent licensed under any patent license listed on Schedule 2 attached hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").


Notwithstanding anything contained herein to the contrary, the Trademark Collateral shall not include any "intent to use" applications, until a verified statement of use is filed with respect to such applications.

The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Security Agreement. Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and 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 Agreement and the Security Agreement, the terms of the Security Agreement shall govern. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto executed this Agreement as of the date first set forth above.

AXIUM PACKAGING, LLC

By: 
Name: Rajpaul Judge
Title: President

Signature Page to Patent and Trademark Security Agreement – Axium Packaging

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: Warren Bebinger

Name: Warren Bebinger
Title: Vice President

SCHEDULE 1

Trademarks, Trademark Applications and Trademark Licenses

TRADEMARKS APPLICATIONS

None.

TRADEMARKS

<u>Record Owner</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>App. No./ Reg. No.</u>	<u>Reg. Date</u>
AXIUM PLASTICS, LLC	AXIUM PLASTICS	Mexico	1,752,158	May 10, 2017
AXIUM LLC	AXIUM PLASTICS	USA	5,532,789	Aug. 7, 2018

TRADEMARK LICENSES

SCHEDULE 2

Patents, Patent Applications and Patent Licenses

PATENT APPLICATIONS

None.

PATENTS

<u>Record Owner</u>	<u>Title</u>	<u>Jurisdiction</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Patent Number</u>	<u>Status</u>
Axium Packaging LLC	Bottle	US	29/643,535	4/10/18	D904193	Issued
Axium Packaging LLC	Bottle	US	29/652,549	9/16/20	D911177	Issued
Axium Packaging LLC	Bottle	US	29/652,550	9/16/20	D904890	Issued
Axium Packaging LLC	Bottle	US	29/652,551	9/16/20	D911852	Issued

PATENT LICENSES

None.

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