

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705088

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release (Reel 6399/Frame 0704)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		01/26/2022	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Ball MetalPack, LLC		
Street Address:	9300 West 108th Circle		
City:	Westminster		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Ball MetalPack Aerosol Container, LLC		
Street Address:	9300 West 108th Circle		
City:	Westminster		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4696092	EFFORTLESS	
Registration Number:	5214408	G3 HD	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
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		

OP \$65.00 4696092

SIGNATURE:	/Doris Ka/
DATE SIGNED:	01/27/2022
Total Attachments: 4 source=Ball Metalpack - Second Lien Trademark IP Release [Executed]#page1.tif source=Ball Metalpack - Second Lien Trademark IP Release [Executed]#page2.tif source=Ball Metalpack - Second Lien Trademark IP Release [Executed]#page3.tif source=Ball Metalpack - Second Lien Trademark IP Release [Executed]#page4.tif	

SECOND LIEN RELEASE OF SECURITY INTEREST IN TRADEMARKS

This SECOND LIEN RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of January 26, 2022 (the “Effective Date”), is made by Bank of America, N.A., in its capacity as Collateral Agent (the “Collateral Agent”), in favor of the grantor parties identified on the signature page hereto (each, a “Grantor” and collectively, the “Grantors”).

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of July 31, 2018, by and among the Collateral Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Collateral Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Second Lien Trademark Security Agreement, dated as of July 31, 2018 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 1, 2018 at Reel/Frame 6399/0704;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Collateral, including the trademark registrations and applications set forth on Schedule A attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Collateral under the Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.

3. Termination. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.


4. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantors and their respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors’ sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BANK OF AMERICA, N.A., acting in its
capacity as Collateral Agent

By: 

Name: Gerund Diamond

Title: Vice-President

GRANTORS:

BALL METAL FOOD CONTAINER LLC
BALL AEROSOL AND SPECIALTY
CONTAINER, LLC

[Signature Page to Second Lien Trademark Release]