# 900689553 04/21/2022

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM722847

| SUBMISSION TYPE:      | RESUBMISSION                   |  |
|-----------------------|--------------------------------|--|
| NATURE OF CONVEYANCE: | Release (Reel 6416/Frame 0212) |  |
| RESUBMIT DOCUMENT ID: | 900672548                      |  |

## **CONVEYING PARTY DATA**

| Name                   | Formerly | Execution Date | Entity Type         |
|------------------------|----------|----------------|---------------------|
| Goldman Sachs Bank USA |          | 01/26/2022     | Bank: UNITED STATES |

### **RECEIVING PARTY DATA**

| Name:           | Ball MetalPack, LLC f/k/a Ball Metal Food Container, 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 f/k/a Ball Aerosol and Specialty 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

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: 800-713-0755

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

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| NAME OF SUBMITTER:   | Doris Ka   |  |  |
|----------------------|------------|--|--|
| SIGNATURE:           | /Doris Ka/ |  |  |
| DATE SIGNED:         | 04/21/2022 |  |  |
| Total Attachments: 4 |            |  |  |

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#### FIRST LIEN RELEASE OF SECURITY INTEREST IN TRADEMARKS

This FIRST LIEN RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of January 26, 2022 (the "Effective Date"), is made by Goldman Sachs Bank USA, 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 First 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 First Lien Trademark Security Agreement, dated as of July 31, 2018 (the "<u>Trademark Security Agreement</u>"), 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 July 31, 2018 at Reel/Frame 6416/0212;

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

- 1. <u>Defined Terms</u>. 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. <u>Termination</u>. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
- 4. <u>Further Assurances</u>. 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. <u>Governing Law</u>. 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]

TRADEMARK REEL: 007688 FRAME: 0931 IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**GOLDMAN SACHS BANK USA,** acting in its capacity as Collateral Agent

Name:

- Georgian Teoreta - Anthonism Signisia

Title:

## **GRANTORS:**

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

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# Schedule A

**RECORDED: 01/27/2022** 

|    | Owner                                       | Trademark  | Serial No. | Filing Date | Reg. No. | Reg. Date  |
|----|---|------------|------------|-------------|----------|------------|
| 1. | Ball MetalPack, LLC                         | EFFORTLESS | 86427005   | 10/17/2014  | 4696092  | 03/03/2015 |
| 2. | Ball MetalPack<br>Aerosol Container,<br>LLC | G3 HD      | 86324429   | 06/30/2014  | 5214408  | 05/30/2017 |

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