

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM721271

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pharmapacks, LLC		04/14/2022	Limited Liability Company:
Greenpharm Ventures LLC		04/14/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 W. Washington St., 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5820792	PHARMAPACKS	
Serial Number:	88700985	PHARMAPACKS ALL YOUR DAILY NEEDS	
Serial Number:	88700126	LUXAA	
Serial Number:	90589158	GREENPHARM	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3128767700		
Email:	thomas.buettner@lw.com		
Correspondent Name:	Thomas J. Buettner		
Address Line 1:	Latham & Watkins LLP		
Address Line 2:	330 North Wabash Avenue, Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	017637-2119		
NAME OF SUBMITTER:	Thomas J. Buettner		
SIGNATURE:	/tjb/		
DATE SIGNED:	04/14/2022		

OP \$115.00 5820792

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of April 14, 2022, by and between PHARMAPACKS, LLC, a New York limited liability company and GREENPHARM VENTURES LLC, a Delaware limited liability company (collectively, the “Grantor”), and ALTER DOMUS (US) LLC, in its capacity as collateral agent and administrative agent (in such capacities, the “Administrative Agent”) for the lenders party to the Credit Agreement referred to below.

WHEREAS, pursuant to that certain Term Loan Credit Agreement, dated as of April 14, 2022 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Packable Holdings, LLC, a Delaware limited liability company, as the Borrower, the Loan Guarantors party thereto, the Lenders party thereto, and the Administrative Agent, the Administrative Agent and the other Secured Parties have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Administrative Agent and the other Secured Parties are willing to make such financial accommodations only upon the condition, among others, that the Grantor shall have executed and delivered to the Administrative Agent that certain Pledge and Security Agreement, dated as of the date hereof (including all exhibits and any other attachments thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Administrative Agent, on behalf of, and for the ratable benefit of, the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed to execute and deliver this Trademark Security Agreement in order to record the security interest granted to the Administrative Agent, on behalf of, and for the ratable benefit of the Secured Parties, with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **Defined Terms**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **Grant of Security Interest in Trademark Collateral**. The Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, to secure the prompt and complete payment and performance of the Obligations, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks and licenses with respect to Trademarks to which it is a party including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each license with respect to Trademarks; and
- (c) all products and proceeds (as that term is defined in the UCC) of the foregoing,

including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any license, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any license with respect to Trademarks;

in each case to the extent not constituting Excluded Assets.

3. **Security for Secured Obligations.** This Trademark Security Agreement and the Security Interest created hereby secures the prompt and complete payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to the Administrative Agent or any of the other Secured Parties, or any combination of such parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. **Security Agreement.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **Authorization to Supplement.** If the Grantor shall obtain rights to any Trademarks that are not listed on Schedule I hereto, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor hereby authorizes the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, to unilaterally modify this Trademark Security Agreement by amending Schedule I hereto to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I hereto shall in any way affect, invalidate or detract from the continuing security interest of the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, in any of the Collateral, whether or not listed on Schedule I hereto.

6. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby or thereby shall be deemed to include Electronic Signatures, 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, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

7. **CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO**

NATIONAL BANKS.

8. MISCELLANEOUS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING JURISDICTION AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 9.09 AND 9.10 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

PHARMAPACKS, LLC

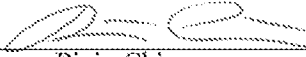
By: Andreas Schulmeyer
Name: Andreas Schulmeyer
Title: Chief Financial Officer

GREENPHARM VENTURES LLC

By: Andreas Schulmeyer
Name: Andreas Schulmeyer
Title: Chief Financial Officer

Acknowledged and agreed:

ALTER DOMUS (US) LLC,
as the Administrative Agent

By: 
Name: Pinju Chiu
Title: Associate Counsel

[Packable - Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007692 FRAME: 0214

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Grantor	Country	Trademark	Application or Registration No.	Filing Date	Registration Date
Pharmapacks, LLC	USA	P PHARMAPACKS ALL YOUR DAILY NEEDS	88700985	21-NOV- 2019	N/A
Pharmapacks, LLC	USA	LUXAA	88700126	20-NOV- 2019	N/A
Pharmapacks, LLC	USA	PHARMAPACKS	5820792	16-JAN- 2019	30-JUL-2019
Greenpharm Ventures LLC	USA	GREENPHARM (and Design)	90589158	19-MAR- 2021	N/A