

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM733062

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ACCENT PACKAGING, INC.		06/03/2022	Corporation: TEXAS
BPA DISTRIBUTION GROUP, LLC		06/03/2022	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	Commercial Loan Service Center		
<b>Internal Address:</b>	500 First Avenue		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97194784	CAT-5	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>			
<b>Phone:</b>	215-569-5619		
<b>Email:</b>	timothy.pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye		
<b>Address Line 1:</b>	Blank Rome LLP		
<b>Address Line 2:</b>	One Logan Square, 8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-19082		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/		
<b>DATE SIGNED:</b>	06/08/2022		
<b>Total Attachments: 5</b>			
source=Amend 3 - First Amendment Joinder and Supplement to IP Security Agreement (Accent) -			

OP \$40.00 97194784

Executed#page1.tif

source=Amend 3 - First Amendment Joinder and Supplement to IP Security Agreement (Accent) -

Executed#page2.tif

source=Amend 3 - First Amendment Joinder and Supplement to IP Security Agreement (Accent) -

Executed#page3.tif

source=Amend 3 - First Amendment Joinder and Supplement to IP Security Agreement (Accent) -

Executed#page4.tif

source=Amend 3 - First Amendment Joinder and Supplement to IP Security Agreement (Accent) -

Executed#page5.tif

FIRST AMENDMENT, JOINDER AND SUPPLEMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This First Amendment, Joinder and Supplement to Intellectual Property Security Agreement (“Supplement”), dated as of June 3, 2022, is by and among ACCENT PACKAGING, INC., a Texas corporation (“Accent Packaging” or “Existing Grantor”), BPA DISTRIBUTION GROUP, LLC, a Florida limited liability company (“Joining Grantor”, and together with Existing Grantor, collectively, “Grantors” and each a “Grantor”) and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (in each such capacity, “Agent”).

BACKGROUND

This Supplement is being delivered in connection with (i) that certain Revolving Credit, Term Loan, and Security Agreement, dated as of September 18, 2019, by and among Existing Grantor, certain subsidiaries and affiliates of Existing Grantor party to the Credit Agreement from time to time as Loan Parties (as defined in the Credit Agreement), the financial institutions which are now or which hereafter become a party to the Credit Agreement (collectively, the “Lenders” and each individually, a “Lender”) and Agent (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the “Credit Agreement”), and (ii) that certain Intellectual Property Security Agreement, dated as of September 18, 2019, by Existing Grantor in favor of Agent (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the “IP Security Agreement”). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the Credit Agreement or IP Security Agreement, as applicable.

A. Pursuant to the Credit Agreement and the IP Security Agreement, Existing Grantor granted to Agent, for the benefit of Lenders, a lien on and security interest in all of Existing Grantor’s Copyrights, Trademarks, and Patents.

B. As of the date hereof, Joining Grantor has joined the Credit Agreement as a Borrower thereunder, and has granted to Agent a lien on all Collateral (as defined in the Credit Agreement), including Joining Grantor’s Copyrights, Trademarks and Patents.

C. As of the date hereof, the IP Collateral set forth on Schedule 1 attached hereto is made a part of the IP Security Agreement (the “Additional IP Collateral”).

D. Grantors and Agent desire to execute this Supplement for the purpose of, inter alia, (i) adding Joining Grantor as a “Grantor” under the IP Security Agreement, and (ii) granting, ratifying and confirming Agent’s lien on and security interest in the Additional IP Collateral, as set forth more fully in the IP Security Agreement, and for recording in the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantors, intending to be legally bound hereby, covenant and agree as follows:

1. Joinder. As of the date hereof, Joining Grantor joins in as, assumes the obligations and liabilities of, adopts the obligations, liabilities and role of, and becomes a Grantor under the IP Security Agreement. All references to "Grantor" or "Grantors" contained in the IP Security Agreement are hereby deemed for all purposes to also refer to and include Joining Grantor, and Joining Grantor hereby agrees to comply with all terms and conditions of the IP Security Agreement as if Joining Grantor was an original signatory thereto.

2. Grant and Reaffirmation of Security Interests. To secure the payment and performance of the Obligations under the Credit Agreement, each Grantor (including, for the avoidance of doubt, Joining Grantor) hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(a) the Additional IP Collateral, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such Additional IP Collateral;

(b) all licenses or other similar rights provided or granted to Grantors in or with respect to the Additional IP Collateral that is owned or controlled by any other person and any other license or other similar rights provided or granted by Grantors to any other person in or with respect to the Additional IP Collateral owned or controlled by Grantors; and

(c) all products and proceeds of the forgoing.

3. Schedule 1 to the IP Security Agreement is hereby supplemented by the information contained on Schedule 1 attached hereto. All references to Schedule 1 contained in the IP Security Agreement shall be deemed, for all purposes, to also refer to and include Schedule 1 attached hereto.

4. This Supplement 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. Signature by facsimile or .PDF shall also bind the parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

ACCENT PACKAGING, INC.

By: William P. Sims  
Name: William P. Sims  
Title: President

BPA DISTRIBUTION GROUP, LLC

By: William P. Sims  
Name: William P. Sims  
Title: Chief Executive Officer and Secretary

[Signature Page to First Amendment, Joinder and Supplement to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 007745 FRAME: 0477**

Acknowledged and Accepted:

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By: *Renae Sinclair*  
Name: Renae Sinclair  
Title: Vice President

**SCHEDULE 1**

Additional IP Collateral

I. Patents and Patent Applications

None.

II. Trademarks and Trademark Applications

Mark Name	Owner	Registration Number (App. No.)	Registration Date (App. Date)
CAT5	BPA Distribution Group, LLC	N/A (97194784)	N/A (December 28, 2021)

III. Copyright and Copyright Applications

None.