

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM737245

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|---|
| WHEELHOUSE CONTRACT PACKAGING PARTNERS, LLC | | 06/16/2022 | Limited Liability Company: NORTH CAROLINA |
| SOUTH ATLANTIC PACKAGING CORPORATION, LLC | | 06/16/2022 | Limited Liability Company: NORTH CAROLINA |
| VERSATILE PACKAGERS, LLC | | 06/16/2022 | Limited Liability Company: FLORIDA |

RECEIVING PARTY DATA

| | |
|--------------------------|--|
| Name: | SALEM INVESTMENT PARTNERS V, LIMITED PARTNERSHIP |
| Street Address: | 7900 TRIAD CENTER DRIVE |
| Internal Address: | SUITE 333 |
| City: | GREENSBORO |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 27409 |
| Entity Type: | Limited Partnership: NORTH CAROLINA |

PROPERTY NUMBERS Total: 5

| Property Type | Number | Word Mark |
|-----------------------|----------|-----------------------------------|
| Serial Number: | 97102188 | VERSATILE PACKAGERS |
| Serial Number: | 97102186 | WHEELHOUSE CONTRACT PACKAGING |
| Serial Number: | 97102189 | SOUTH ATLANTIC CONTRACT PACKAGING |
| Serial Number: | 97102194 | PROSTAR CONTRACT PACKAGING |
| Serial Number: | 97102192 | SOUTH ATLANTIC PACKAGING |

CORRESPONDENCE DATA

Fax Number: 3362329158

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: (919) 573-6258

Email: mbailey@brookspierce.com

Correspondent Name: Melissa W. Bailey, Esq.

Address Line 1: 150 Fayetteville St.

OP \$140.00 97102188

Address Line 2: Suite 1700, Wells Fargo Capitol Center
Address Line 4: Raleigh, NORTH CAROLINA 27601

ATTORNEY DOCKET NUMBER: Salem Inv. (Wheelhouse)

NAME OF SUBMITTER: Melissa W. Bailey

SIGNATURE: /Melissa W. Bailey/

DATE SIGNED: 06/27/2022

Total Attachments: 6

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THE RIGHTS OF LENDER ARE SUBJECT TO A SUBORDINATION AND INTERCREDITOR AGREEMENT DATED THE DATE HEREOF BETWEEN LENDER AND JPMORGAN CHASE BANK, N.A. (AS AMENDED, THE “INTERCREDITOR AGREEMENT”).

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of June 16, 2022, is made by and between Wheelhouse Contract Packaging Partners, LLC, a North Carolina limited liability company (“Wheelhouse”), South Atlantic Packaging Corporation, LLC, a North Carolina limited liability company (“SAP”), and Versatile Packagers, LLC, a Florida limited liability company (“Versatile”; Wheelhouse, SAP and Versatile are collectively referred to herein as the “Debtor”), having a business location at the address set forth below next to its signature, and Salem Investment Partners V, Limited Partnership (“Lender”), having a business location at the address set forth below next to its signature.

Recitals

A. Debtor and Lender are parties to (i) a Subordinated Credit Agreement dated as of June 16, 2022 (as amended, supplemented, restated or otherwise modified from time to time, the “Credit Agreement”), setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Debtor and/or its affiliates, and (ii) a Security Agreement dated as of June 16, 2022 (as amended, supplemented, restated or otherwise modified from time to time, the “Security Agreement”).

B. As a condition to extending credit to or for the account of Debtor, Lender has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement, the Security Agreement and herein, the parties hereby agree as follows:

1. Definitions. The following terms have the meanings set forth below:

“Security Interest” has the meaning given in Section 2.

“Trademarks” means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and

dilutions thereof, (v) the goodwill of Debtor's business symbolized by the foregoing or connected therewith and (vi) all of Debtor's rights corresponding thereto throughout the world.

2. Security Interest. Debtor hereby irrevocably grants, assigns and pledges to Lender a continuing security interest (the "Security Interest") in the Trademark Collateral to secure the Obligations (as defined in the Credit Agreement). This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Security Agreement. The security interests granted to Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender 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. Debtor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby 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

4. Miscellaneous.

(a) No amendment or modification of this Agreement shall be effective unless it has been agreed to by Lender and Debtor in a writing that specifically states that it is intended to amend or modify this Agreement. No failure by Lender to exercise any right, remedy, or option under this Agreement, or delay by Lender in exercising the same, will operate as a waiver thereof. No waiver by Lender will be effective unless it is in writing, and then only to the extent specifically stated. The rights and remedies of Lender under this Agreement shall be cumulative. No exercise by Lender of one right or remedy shall be deemed an election, and no waiver by Lender shall be deemed a continuing waiver. All notices to be given to Debtor or Lender under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties hereto. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

(b) EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY

ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE OR OTHER AGENT (INCLUDING ANY ATTORNEY) OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(c) THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO AS WELL AS ALL CLAIMS, CONTROVERSIES OR DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NORTH CAROLINA, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

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IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement UNDER SEAL as of the date written above.

Wheelhouse Contract Packaging
Partner, LLC
3928 Westpoint Boulevard
Winston-Salem, NC 27103

WHEELHOUSE CONTRACT PACKAGING
PARTNER, LLC (SEAL)

By: 
Julian R. Bossong, Chief Executive Officer

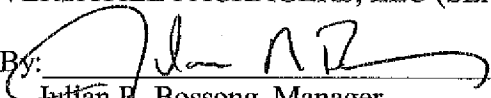
South Atlantic Packaging
Corporation, LLC
3928 Westpoint Boulevard
Winston-Salem, NC 27103

SOUTH ATLANTIC PACKAGING
CORPORATION, LLC (SEAL)

By: 
Julian R. Bossong, Chief Executive Officer

Versatile Packagers, LLC
933 Chad Lane, Suite C
Tampa, Florida 33619

VERSATILE PACKAGERS, LLC (SEAL)

By: 
Julian R. Bossong, Manager

Salem Investment Partners V, Limited
Partnership
7900 Triad Center Drive, Suite 333
Greensboro, North Carolina 27409
Attention: Will Johnson and Brad
Morton
wjohnson@salemip.com and
bmorton@salemip.com

SALEM INVESTMENT PARTNERS V. LIMITED
PARTNERSHIP (SEAL)

By: SIP V Management LLC, Its General Partner

By: _____
Brad Morton, Manager

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007763 FRAME: 0068

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement UNDER SEAL as of the date written above.

Wheelhouse Contract Packaging
Partner, LLC
3928 Westpoint Boulevard
Winston-Salem, NC 27103

WHEELHOUSE CONTRACT PACKAGING
PARTNER, LLC (SEAL)

By: _____
Julian R. Bossong, Chief Executive Officer

South Atlantic Packaging
Corporation, LLC
3928 Westpoint Boulevard
Winston-Salem, NC 27103

SOUTH ATLANTIC PACKAGING
CORPORATION, LLC (SEAL)

By: _____
Julian R. Bossong, Chief Executive Officer

Versatile Packagers, LLC
933 Chad Lane, Suite C
Tampa, Florida 33619

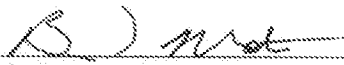
VERSATILE PACKAGERS, LLC (SEAL)

By: _____
Julian R. Bossong, Manager

Salem Investment Partners V, Limited
Partnership
7900 Triad Center Drive, Suite 333
Greensboro, North Carolina 27409
Attention: Will Johnson and Brad
Morton
wjohnson@salemip.com and
bmorton@salemip.com

SALEM INVESTMENT PARTNERS V, LIMITED
PARTNERSHIP (SEAL)

By: SIP V Management LLC, Its General Partner

By:  _____
Brad Morton, Manager

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 007763 FRAME: 0069

EXHIBIT A

TRADEMARK REGISTRATIONS AND APPLICATIONS
TRADEMARK REGISTRATIONS AND APPLICATIONS

| Citation | Mark | Application No. | Filed Date | Owner | Jurisdiction | Status |
|-------------------|-----------------------------------|-----------------|------------|---|--------------|---------|
| FEDTM 97102188 | VERSATILE PACKAGERS | 97102188 | 11/01/21 | Versatile Packagers, LLC | U.S. Federal | Pending |
| FEDTM 97102186 | WHEELHOUSE CONTRACT PACKAGING | 97102186 | 11/01/21 | Wheelhouse Contract Packaging Partners, LLC | U.S. Federal | Pending |
| FEDTM 97102189 | SOUTH ATLANTIC CONTRACT PACKAGING | 97102189 | 11/01/21 | South Atlantic Packaging Corporation, LLC | U.S. Federal | Pending |
| FEDTM 97102194 | PROSTAR CONTRACT PACKAGING | 97102194 | 11/01/21 | South Atlantic Packaging Corporation, LLC | U.S. Federal | Pending |
| FEDTM 97102192 | SOUTH ATLANTIC PACKAGING | 97102192 | 11/01/21 | South Atlantic Packaging Corporation, LLC | U.S. Federal | Pending |