

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM771425

|   |   |  |                       |
|---|---|--|-----------------------|
| <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>    |
| American Packaging Corporation  |   | 11/23/2022                               | Corporation: NEW YORK |
| <b>RECEIVING PARTY DATA</b>   |   |  |                       |
| <b>Name:</b>  | Manufacturers and Traders Trust Company |  |                       |
| <b>Street Address:</b>  | One Fountain Plaza, 3rd Floor           |  |                       |
| <b>Internal Address:</b>  | M&T Center                              |  |                       |
| <b>City:</b>  | Buffalo                                 |  |                       |
| <b>State/Country:</b>   | NEW YORK                                |  |                       |
| <b>Postal Code:</b>   | 14203                                   |  |                       |
| <b>Entity Type:</b>   | Corporation: NEW YORK                   |  |                       |
| <b>PROPERTY NUMBERS Total: 13</b>   |   |  |                       |
| <b>Property Type</b>  | <b>Number</b>                           | <b>Word Mark</b>                         |                       |
| <b>Serial Number:</b>   | 88893518                                | APC                                      |                       |
| <b>Serial Number:</b>   | 88893338                                | APC AMERICAN PACKAGING CORPORATION       |                       |
| <b>Serial Number:</b>   | 88900745                                | HPE FLEXO                                |                       |
| <b>Serial Number:</b>   | 88900757                                | HPE ROTO                                 |                       |
| <b>Serial Number:</b>   | 88665679                                | DELIVERING THE TOTAL PACKAGE             |                       |
| <b>Serial Number:</b>   | 88665517                                | RE                                       |                       |
| <b>Serial Number:</b>   | 87208071                                | ENSURING THE SAFETY OF THE PATIENT AND E |                       |
| <b>Serial Number:</b>   | 87157903                                | APC HEALTHCARE                           |                       |
| <b>Serial Number:</b>   | 87060562                                | PRODUCT PROCESS SUSTAINABLE              |                       |
| <b>Serial Number:</b>   | 77811033                                | A  |                       |
| <b>Serial Number:</b>   | 77811044                                | A AMERICAN PACKAGING CORPORATION         |                       |
| <b>Serial Number:</b>   | 77811052                                | AMERICAN PACKAGING CORPORATION           |                       |
| <b>Serial Number:</b>   | 71605706                                | KARD-O-PAK                               |                       |
| <b>CORRESPONDENCE DATA</b>  |   |  |                       |
| <b>Fax Number:</b>  | 5854198801                              |  |                       |
| <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> |   |  |                       |

CH \$340.00 88893518

**Phone:** 585-419-8669  
**Email:** dburley@harrisbeach.com  
**Correspondent Name:** Deborah Burley  
**Address Line 1:** 99 Garnsey Road  
**Address Line 2:** Harris Beach PLLC  
**Address Line 4:** Pittsford, NEW YORK 14534

**NAME OF SUBMITTER:** Laura Smalley

**SIGNATURE:** /Laura Smalley/

**DATE SIGNED:** 12/02/2022

**Total Attachments: 7**

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THIRD AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This THIRD AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of November 23, 2022, is made by the parties listed on the signature pages hereof (collectively, the "Grantors") in favor of Manufacturers and Traders Trust Company (the "Administrative Agent"), as administrative agent for the secured parties under the Second Amended and Restated Loan Agreement referred to below (the "Secured Parties").

WHEREAS, American Packaging Corporation, a Pennsylvania corporation ("Borrower"), entered into a Loan Agreement dated as of January 21, 2015 with the Administrative Agent and the lenders (the "Lenders") party thereto, as amended and restated by an Amended and Restated Loan Agreement dated November 5, 2018 (as the same may be amended, supplemented or replaced from time to time, the "Loan Agreement").

WHEREAS, as a condition precedent to the making of loans by the Lenders under the Loan Agreement, each Grantor has executed and delivered to the Administrative Agent that certain Master Security Agreement dated as of January 21, 2015, made by and among the Grantors and the Administrative Agent (the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and are parties to a certain Amended and Restated Trademark Security Agreement dated October 28, 2016 (the "Original Trademark Security Agreement"), which was recorded with the United States Patent and Trademark Office (the "PTO").

WHEREAS, subsequent to the execution and delivery of the Original Trademark Security Agreement, the Grantors were issued certain trademarks not set forth in the Original Trademark Security Agreement. Pursuant to the terms of the Security Agreement, the Grantors entered into a Second Amended and Restated Trademark Security Agreement, dated as of December 22, 2017, and recorded with the PTO, to reflect such additional trademark issuances.

WHEREAS, Borrower has requested that the Lenders amend and restate the Loan Agreement, and Borrower and Lenders are entering into a Second Amended and Restated Loan Agreement on even date herewith and Borrower is providing a Reaffirmation of the Security Agreement (the "Reaffirmation") on even date herewith;

WHEREAS, the parties desire to amend and restate the Second Amended and Restated Trademark Security Agreement as part of the amendment and restatement of the Loan Agreement and reaffirmation of the Security Agreement.

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

1. Grant of Security. Each Grantor hereby pledges and grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right,

title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “Trademark Collateral”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “Trademarks”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Administrative Agent.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement and the Reaffirmation, which are hereby incorporated by reference. The provisions of the Security Agreement and Reaffirmation shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the Trademark Collateral are as provided by the Second Amended and Restated Loan Agreement, the Security Agreement, the Reaffirmation and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Third Amended and Restated Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

AMERICAN PACKAGING CORPORATION

By: Rolf Lang  
Name: Rolf Lang  
Title: Corporate Controller and Secretary

AGREED TO AND ACCEPTED:

MANUFACTURERS AND TRADERS TRUST COMPANY,  
as Administrative Agent

By: \_\_\_\_\_  
Name: Ryan Feltner  
Title: Senior Vice President

IN WITNESS WHEREOF, each Grantor has caused this Third Amended and Restated Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

AMERICAN PACKAGING CORPORATION



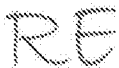

By: \_\_\_\_\_  
Name: Rolf Lang  
Title: Corporate Controller and Secretary

AGREED TO AND ACCEPTED:



MANUFACTURERS AND TRADERS TRUST COMPANY,  
as Administrative Agent

By:   
Name: Ryan Feltner  
Title: Senior Vice President

**SCHEDULE 1**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

| SERIAL NUMBER | REG. NUMBER | WORD MARK   | MARK  | FILING DATE | REGISTRATION DATE |
|---------------|-------------|---|---|-------------|-------------------|
| 88/893,518    |             | APC   |    | 4/29/2020   |                   |
| 88/893,338    |             | APC<br>AMERICAN<br>PACKAGING<br>CORPORATION                                       |    | 4/29/2020   |                   |
| 88/900,745    |             | HPE FLEXO   |   | 5/5/2020    |                   |
| 88/900,757    |             | HPE ROTO  |   | 5/5/2020    |                   |
| 88/665,679    |             | DELIVERING<br>THE TOTAL<br>PACKAGE  |   | 10/23/2019  |                   |
| 88/665,517    |             | RE  |  | 10/23/2019  |                   |
| 87/208,071    | 5,278,082   | ENSURING<br>THE SAFETY<br>OF THE<br>PATIENT AND<br>EFFICACY OF<br>YOUR<br>PRODUCT |   | 10/19/2016  | 8/29/2017         |
| 87/157,903    | 5,168,555   | APC<br>HEALTHCARE   |   | 9/1/2016    | 3/21/2017         |
| 87/060,562    | 5,159,425   | PRODUCT<br>PROCESS<br>SUSTAINABLE   |  | 6/5/2016    | 3/14/2017         |



|            |           |  |   |           |            |
|------------|-----------|--|---|-----------|------------|
| 77/811,033 | 3,869,195 | A                                      |  | 8/24/2019 | 11/11/2010 |
| 77/811,044 | 3,783,832 | A AMERICAN<br>PACKAGING<br>CORPORATION |  | 8/24/2009 | 5/4/2010   |
| 77/811,052 | 3,789,756 | AMERICAN<br>PACKAGING<br>CORPORATION   |   | 8/24/2009 | 5/18/2010  |
| 71/605,706 | 565,543   | KARD-O-PAK                             |   | 11/1/1950 | 10/21/1952 |