

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM781825

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900730564

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
D&W Fine Pack LLC		11/07/2022	Limited Liability Company: DELAWARE
D&W Fine Pack Holdings LLC		11/07/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Serial Number:	97372522	SEEVIEW
Serial Number:	90977974	EARTH SMART
Registration Number:	0906119	LA PATIQUE
Serial Number:	90376262	CRUISER SIDES
Serial Number:	90817397	CRUISER WAVE
Serial Number:	90533560	TURNING OVER A GREENER LEAF
Serial Number:	88690977	MAINSTREAM
Serial Number:	88174530	NATURESPLASTIC
Serial Number:	87884336	SECURETAB
Serial Number:	87821613	TAMPERSMART
Serial Number:	86112305	VERSALOCK
Registration Number:	5167567	CRUISER WARE
Serial Number:	85302008	CRUISER BOWL
Registration Number:	4068146	D&W FINE PACK
Registration Number:	4269064	C-FINE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4067866	D&W FINE PACK
Registration Number:	4039030	POWER SEAL
Registration Number:	3986376	FORUM
Registration Number:	3982124	C-GREEN
Registration Number:	3982123	MARBELLA
Registration Number:	3978797	NEW WAVE
Registration Number:	3978796	SAVVY
Registration Number:	3975240	BLACK PEARL
Registration Number:	3975239	TRADEWINDS
Registration Number:	3583311	QUIKPAK
Registration Number:	3583310	SEESHELL
Registration Number:	3515943	DISPLAYCAKE
Registration Number:	3484341	PARTIPAK
Registration Number:	3484300	HERBSHELL
Registration Number:	3484299	FRESH PERFORMANCE
Registration Number:	3484298	FRESHSERVE
Registration Number:	2257204	CATERLUXE
Registration Number:	2741125	MISTER CHOC
Registration Number:	2669007	ENVIROFOAM
Registration Number:	2672065	ENVIROFOAM
Registration Number:	3871853	ENVIROPLATE
Registration Number:	1769342	PERFORMANCEPAK
Registration Number:	4837423	RESPECT THE FOOD
Registration Number:	1523541	VERSAPAK
Registration Number:	1014625	UNITONE

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: timothy.pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye (074658-22113 F.M.)

Address Line 1: Blank Rome LLP

Address Line 2: One Logan Square. 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 074658-22113

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED:	01/20/2023
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Total Attachments: 9
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time this this "Patent Security Agreement") is made as of November 7, 2022, between the Grantor listed on the signature pages hereof ("Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the "Credit Agreement") among D&W FINE PACK LLC, a Delaware limited liability company ("D&W Fine Pack", and together with each Person joined thereto as a borrower from time to time, collectively, the "Borrowers" and each a "Borrower"), D&W FINE PACK HOLDINGS LLC, a Delaware limited liability company ("Holdings", and together with each other Person joined thereto as a guarantor from time to time, collectively, the "Guarantors", and each a "Guarantor" and together with the Borrowers, collectively the "Loan Parties" and each a "Loan Party"), the lenders from time to time party thereto (the "Lenders") and Agent, the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Patent Security Agreement.

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, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** To secure the prompt payment and performance to Agent and each other Secured Party, of the Obligations, Grantor hereby assigns, pledges and grants to Agent for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of its Patent Collateral, whether now owned or existing or hereafter created, acquired or arising and wheresoever located. "Patent Collateral" shall mean and include all right, title and interest of Grantor in all of the following property and assets of Grantor, in each case whether now existing or hereafter arising or created and whether now owned or hereafter acquired and wherever located:

(a) all of Grantor's patents, patent applications, and patentable inventions (collectively, "Patents"), including those patents and patent applications referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including all income and royalties therefrom and any claim by Grantor against third parties for past, present or future infringement of any Patent.

3. **SECURITY FOR OBLIGATIONS.** This Patent Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor,

to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Patents or patent applications, this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new patents or patent applications. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patents or patent applications of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Patent Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any Other Document refer to this Patent Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. GOVERNING LAW. This Patent Security Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Patent Security Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement.

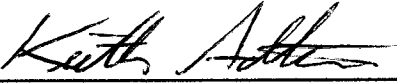
Any signature delivered by a party by facsimile or other similar method of electronic transmission shall be deemed to be an original signature hereto.

[Remainder of page intentionally left blank; signature page follows.]

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

GRANTOR:

D&W FINE PACK LLC,
a Delaware limited liability Company

By: _____

Name: Keith Adkins

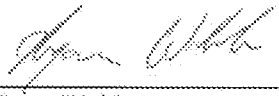
Title: Chief Financial Officer

Signature Page to Patent Security Agreement

TRADEMARK
REEL: 007938 FRAME: 0741

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Ryan Webb
Title: Senior Vice President

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Registrations:

Patent Name	Jurisdiction	Owner	Reg. Date (App. Date)	Patent No. (App. No.)	Status
Container	USA	D&W FINE PACK LLC	11/01/2016	D770271	Live
TAMPER EVIDENT CONTAINER	USA	D&W FINE PACK LLC	06/24/2014	8757416	Live
Tamper-Evident Container that Indicates when the Container has been Tampered with or Opened	USA	D&W FINE PACK LLC	04/19/2016	9,315,302	Live
Sandwich wrap container	USA	D&W FINE PACK LLC	12/20/2011	D650742	Live
Container	USA	D&W FINE PACK LLC	10/09/2012	D668,536	Live
TAMPER-EVIDENT THERMOFORMED PACKAGING	USA	D&W FINE PACK LLC	03/21/2017	10279962	Live
CONTAINER	USA	D&W FINE PACK LLC	10/09/2012	D668536	Live
CONTAINER	USA	D&W FINE PACK LLC	10/16/2012	D668950	Live
CONTAINER	USA	D&W FINE PACK LLC	06/28/2011	D640548	Live
CONTAINER	USA	D&W FINE PACK LLC	06/12/2012	D661601	Live
Eating Utensil	USA	D&W Fine Pack LLC		D391453	
Eating Utensil	USA	D&W Fine Pack LLC		D393781	
Disposable Food Tray	USA	D&W Fine Pack LLC		D461406	
Tray (Design)	USA	D&W Fine Pack LLC		D414,409	
Container and Lid with Recess	USA	D&W Fine Pack LLC		D513,979 S	
Container and Lid with Recess	USA	D&W Fine Pack LLC		D514,438 S	
Container and Lid with Recess	USA	D&W Fine Pack LLC		D514,440	
Container and Lid with Recess	USA	D&W Fine Pack LLC		D514,441	
Container and Lid with Recess	USA	D&W Fine Pack LLC		D514,929	

Patent Name	Jurisdiction	Owner	Reg. Date (App. Date)	Patent No. (App. No.)	Status
Container and Lid with Recess	USA	D&W Fine Pack LLC		D514,930	
Container and Lid with Recess	USA	D&W Fine Pack LLC		D514,931	
Container and Lid with Recess	USA	D&W Fine Pack LLC		D517,405	
Lid with Recess	USA	D&W Fine Pack LLC		D522,858	
Lid with Recess	USA	D&W Fine Pack LLC		D523,746	
Lid with Recess	USA	D&W Fine Pack LLC		D523,747	
Container and Lid with Recess	USA	D&W Fine Pack LLC		D528,412	
Round Container and Lid With Utensil	USA	D&W Fine Pack LLC		D528,432	
Container With Lid	USA	D&W Fine Pack LLC		D529,798	
Container With Lid	USA	D&W Fine Pack LLC		D530,198	
Round Lid With Utensil Recess	USA	D&W Fine Pack LLC		D533,075	
Clam Shell Package	USA	D&W Fine Pack LLC		D596,935	
Package With Tray	USA	D&W Fine Pack LLC		D610,448	
Package	USA	D&W Fine Pack LLC		D625,599	
Tamper Resistant Package	USA	D&W Fine Pack LLC		D627,218	
Container and Lid	USA	D&W Fine Pack LLC		D627,219	
Package	USA	D&W Fine Pack LLC		D628,470	
Package	USA	D&W Fine Pack LLC		D628,471	
Container	USA	D&W Fine Pack LLC		D628,473	
Package Base	USA	D&W Fine Pack LLC		D628,485	
Package	USA	D&W Fine Pack LLC		D631,339	
Lid	USA	D&W Fine Pack LLC		D631,744	
Lid	USA	D&W Fine Pack LLC		D631,745	
Container	USA	D&W Fine Pack LLC		D632,170	
Container	USA	D&W Fine Pack LLC		D635,848	
Packaging Base	USA	D&W Fine Pack LLC		D636,674	

Patent Name	Jurisdiction	Owner	Reg. Date (App. Date)	Patent No. (App. No.)	Status
Container	USA	D&W Fine Pack LLC		D640,130	
Tray	USA	D&W Fine Pack LLC		D640,548	
Container and Lid	USA	D&W Fine Pack LLC		D643,713	
Package	USA	D&W Fine Pack LLC		D647,807	
Container	USA	D&W Fine Pack LLC		D648,212	
Container	USA	D&W Fine Pack LLC		D648,213	
Lid	USA	D&W Fine Pack LLC		D648,226	
Base	USA	D&W Fine Pack LLC		D648,624	
Base	USA	D&W Fine Pack LLC		D648,625	
Tray	USA	D&W Fine Pack LLC		D648,635	
Package	USA	D&W Fine Pack LLC		D648,636	
Container	USA	D&W Fine Pack LLC		D649,039	
Package	USA	D&W Fine Pack LLC		D653,963	
Package Tray	USA	D&W Fine Pack LLC		D655,158	
Tamper Resistant Packaging Lid	USA	D&W Fine Pack LLC		D680,866	
Container	USA	D&W Fine Pack LLC		D676,740	
Base	USA	D&W Fine Pack LLC		D665,666	
Lid	USA	D&W Fine Pack LLC		D685,636	
Package	USA	D&W Fine Pack LLC		664,843	
Lid	USA	D&W Fine Pack LLC		D688,091	
Base	USA	D&W Fine Pack LLC		D671,408	
Container	USA	D&W Fine Pack LLC		D668537	
Mushroom Tubs	USA	D&W Fine Pack LLC		D770,271	
Eleven-Color Printing Ink Set and Method of Use	USA	D&W Fine Pack LLC		8,088,207	
Tamper Evident Container	USA	D&W Fine Pack LLC		8,684,212	
Tamper Evident Container Pub # WO 2013/012630	USA	D&W Fine Pack LLC		WO2013/012630	

Patent Name	Jurisdiction	Owner	Reg. Date (App. Date)	Patent No. (App. No.)	Status
Tamper Evident Container- Sq. Deli	USA	D&W Fine Pack LLC		US 8,757,416B2	