

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM790801

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KeyBank National Association		02/27/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	New York Packaging II LLC		
Street Address:	135 Fulton Avenue		
City:	Garden City Park		
State/Country:	NEW YORK		
Postal Code:	11040		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2919869	REDI BAG	
Registration Number:	3204365	REDI-LOK	
Registration Number:	5071535	REDI-LOK	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	03/01/2023		
Total Attachments: 6			
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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST ("**Release**") is made and effective as of February 27, 2023 and granted by KcyBank National Association (the "**Lender**"), a national banking association, in favor of New York Packaging II, a New York limited liability company (the "**Grantor**") and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Second Amended and Restated Credit and Security Agreement dated as of August 11, 2022 (as amended, and as it may from time to time be further amended, restated or otherwise modified or supplemented, the "**Loan Agreement**") among the Grantor, Lender and the other loan parties thereto, the Grantor executed and delivered to the Lender that certain Intellectual Property Security Agreement by and between the Grantor and the Lender dated as of December 31, 2015 (as amended, and as it may from time to time be further amended, restated or otherwise modified or supplemented, the "**IP Security Agreement**" and, together with the Loan Agreement, the "**Security Agreements**");

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Lender a security interest in and to all of the right, title and interest of such Grantor in, to and under the IP Collateral (as defined below);

WHEREAS, the Grantor has requested that the Lender enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Lender may have in the IP Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby states as follows:

1. Release of Security Interest. Lender hereby terminates the IP Security Agreement and terminates, releases, and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor, without representation or warranty, any and all right, title and interest that it may have, in, to and under the following (collectively, the "**IP Collateral**"):

(a) any and all patents, patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership, including the patents and patent applications listed in Schedule 1 hereto, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "**Patents**");

(b) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("**Trademarks**");

(c) 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;

(d) 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

(e) 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. Acknowledgement. Lender acknowledges that this release may be filed along with any other necessary documentation with the United States Patent and Trademark Office or any other governmental office to evidence the release granted herein.

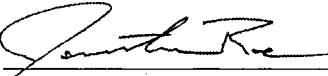
3. Further Assurances. Lender agrees, at the Grantor's expense, to take all further reasonably necessary actions, and provide to the Grantor and its successors, assigns and legal representatives reasonably necessary cooperation and assistance, including, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

4. Governing Law. This Release 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 Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lender has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

KeyBank National Association
as Lender

By: 

Name: Jonathan Roe

Title: Vice President

SCHEDULES

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TRADEMARK
REEL: 007988 FRAME: 0636

SCHEDULE 1

PATENTS

U.S. Patents

Title	Jurisdiction	Patent Number	Application Number
Method of manufacturing headerless produce bags with increased adhesion	US	10513078	14/872871
Plastic bag and packaging method using same	US	6945695	10461047
Method of packaging point-of-purchase items	US	6948294	10893600
Bag dispenser with pouch	US	7314137	11/95127
System and method for facilitating opening of plastic bags	US	8689526	13288235

U.S. Patent Applications

Title	Jurisdiction	Application Number
"Deli" bag with extra thin walls and increased strength and method of manufacturing same	US	14/821229
"Deli" bag with extra thin walls and increased strength and method of manufacturing same	US	15/218155
Multilayer packing liner apparatus and methods for manufacture thereof useful for insulated containment of food items	US	16/044504

Foreign Patents and Patent Applications

Title	Jurisdiction	Application Number
"Deli" bag with extra thin walls and increased strength and method of manufacturing same	CA	2936631
Method of manufacturing headerless produce bags with increased adhesion	CA	2936718
Method of manufacturing headerless produce bags with increased adhesion	EU	16191762

SCHEDULE 2
TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Serial Number
REDI BAG	US	2919869	78210797
REDI-LOK	US	3204365	78270393
REDI-LOK	US	5071535	86824690

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