# OF \$40.00 66/2534

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM810041

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement (First Lien)

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Danco Packaging Supply Company LLC			Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Credit Suisse AG, Cayman Islands Branch, as First Lien Collateral Agent		
Street Address:	Eleven Madison Avenue, 9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: UNITED STATES		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	6672534	PAN HERO

#### **CORRESPONDENCE DATA**

**Fax Number:** 8009144240

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:** 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	05/12/2023

#### **Total Attachments: 6**

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## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.				
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)			
Danco Packaging Supply Company LL	Additional names, addresses, or citizenship attached?  Credit Suisse AG, Cayman Islands Branch,  Name: _ as First Lien Collateral Agent			
☐ Individual(s) ☐ Association   ☐ Partnership ☐ Limited Partnership   ☐ Corporation- State: ☐ Other Limited Liability Company - Delaware   Citizenship (see guidelines) USA   Additional names of conveying parties attached? ☐ Yes   3. Nature of conveyance/Execution Date(s):   Execution Date(s) May 11, 2023   ☐ Assignment ☐ Merger   ☐ Security Agreement ☐ Change of Name   ☒ Other_Security Agreement (First Lien)	State: NY  Country: US Zip:			
4. Application number(s) or registration number(s A. Trademark Application No.(s)  Text	s) and identification or description of the Trademark.			
A. Trademark Application No.(s)	6672534			
	Additional sheet(s) attached? Yes X No			
C. Identification or Description of Trademark(s) (and F	Filing Date if Application or Registration Number is unknown):			
5. Name & address of party to whom corresponde concerning document should be mailed:  Name: Doris Ka - Senior Paralegal (Intellectual Property)	6. Total number of applications and registrations involved:			
Internal Address: Cahill Gordon & Reindel LLP	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$			
Street Address: 32 Old Slip	Authorized to be charged to deposit account  Enclosed			
City: New York	8. Payment Information:			
State: NY Zip: 10005				
Phone Number: (212) 701-3569				
Docket Number: Pregis (25630.18571L)	Deposit Account Number			
Email Address: dka@cahill.com	Authorized User Name			
9. Signature: Doris Ko	α May 12, 2023			
Signature	Date			
Doris Ka Name of Person Signing	Total number of pages includingcover sheet, attachments, and document:			

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 11, 2023 (this "<u>Agreement</u>"), among DANCO PACKAGING SUPPLY COMPANY LLC (the "<u>Grantor</u>") and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as first lien collateral agent (in such capacity, the "<u>First</u> Lien Collateral Agent").

Reference is hereby made to that certain First Lien Credit Agreement, dated as of August 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among PELICAN HOLDCO LLC, a Delaware limited liability company ("Holdings"), PREGIS TOPCO LLC (f/k/a Pregis TopCo Corporation) (as successor in interest to Pelican Merger Sub Inc.), a Delaware limited liability company (the "Borrower"), the Lenders party thereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as First Lien Administrative Agent and First Lien Collateral Agent, and that certain First Lien Collateral Agreement, dated as of August 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Collateral Agreement"), among Holdings, the Borrower, the Grantors from time to time party thereto and the First Lien Collateral Agent (together with its successors and assigns). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement, and the obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of the First Lien Collateral Agreement, pursuant to which the Grantor is required to execute and deliver this Agreement evidencing the Security Interest (as defined below) granted in, to and under the Trademark Collateral (as defined below). The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the First Lien Credit Agreement and the First Lien Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the First Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use Trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. <u>Termination</u>. Subject to Section 5.13 of the First Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the First Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. <u>First Lien Collateral Agreement</u>. The Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the First Lien Collateral 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 First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

SECTION 5. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. <u>Governing Law</u>. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DANCO PACKAGING SUPPLY COMPANY LLC, as Grantor

By: Keith LaVanway (Apr 17, 2023 15,42 COT)

Name: Keith LaVanway

Title: Vice President, Chief Financial Officer, Treasurer and Secretary

### CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as First Lien Collateral Agent

By:

Name: Mikhail Faybusovich
Title: Authorized Signatory

By:

Name: Nawshaer Safi Title: Authorized Signatory

Schedule I

<u>United States Registered and Applied-For Trademarks</u>

TRADEMARK	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE	OWNER
PAN HERO	88344759	Mar 18, 2019	6672534	Mar 15, 2022	Danco Packaging Supply Company LLC

TRADEMARK REEL: 008070 FRAME: 0846

**RECORDED: 05/12/2023**