

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM845546

| | | | |
|---|---------------------------------|-----------------------|--------------------|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | Termination and Release | | |
| RESUBMIT DOCUMENT ID: | 900805975 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| California Bank of Commerce | | 09/20/2023 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | GTA CONTAINERS, LLC | | |
| Street Address: | 4201 W. Linden Avenue | | |
| City: | South Bend | | |
| State/Country: | INDIANA | | |
| Postal Code: | 46619 | | |
| Entity Type: | LLC: INDIANA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86732689 | G T A | |
| Serial Number: | 74614602 | GTA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8009144240 | | |
| <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: | 8007130755 | | |
| Email: | erin.roberson@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: | Christine Panaro | | |
| SIGNATURE: | /Christine Panaro/ | | |
| DATE SIGNED: | 10/12/2023 | | |
| Total Attachments: 5 | | | |
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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):

California Bank of Commerce

- Individual(s)
- Partnership
- Corporation- State: California
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 9/20/2023

- Assignment
- Security Agreement
- Other Termination and Release
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: GTA CONTAINERS, LLC

Street Address: 4201 W. Linden Avenue

City: South Bend

State: IN

Country: USA Zip: 46619

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship IN

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See attached

B. Trademark Registration No.(s)

See attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Christine Panaro

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: New York Zip: 10169

Phone Number: 212-905-3726

Docket Number: _____

Email Address: cpanaro@otterbourg.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Christine Panaro
Signature

9/20/23
Date

Christine Panaro

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

**TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

This TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Termination and Release”) dated as of September 20, 2023, is made by CALIFORNIA BANK OF COMMERCE, a California corporation (“Lender”), in favor of GTA CONTAINERS, LLC, an Indiana limited liability company (“Grantor”). Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Loan Agreement (as defined below) referred to therein or the IP Security Agreement (as defined below), as applicable.

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of February 16, 2022, by and among Grantor, HMWY Holdco III, LLC and Lender (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), the Grantor executed that certain Intellectual Property Security Agreement dated as of February 16, 2022 (the “IP Security Agreement”), recorded with the United States Patent and Trademark Office on February 17, 2022, at Reel 7636, Frame 0839, and at Reel 059171, Frame 0419, pursuant to which the Grantor granted a continuing security interest to the Lender, in certain intellectual property of Grantor, including certain trademarks and patents listed on Schedule A hereto and made a part hereof (the “Collateral”).

WHEREAS, the Lender now desires to terminate the IP Security Agreement and terminate and release its security interest in the Collateral and reassign any and all rights, title, and interest in the same to Grantor.

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

1. The Lender hereby irrevocably terminates the IP Security Agreement and irrevocably discharges, terminates and releases its lien on and security interest in all of Grantor’s right, title and interest in and to the Collateral, including those trademarks and patents set forth on Schedule A.
2. The Lender hereby assigns, grants and conveys to the Grantor, without any representation, warranty, recourse or undertaking by the Lender, any and all of Lender’s right, title, and interest in and to the Collateral, including those trademark and patent registrations set forth on Schedule A.
3. The Lender authorizes and requests that the Commissioner of the United States Patent and Trademark Office and any other applicable government authority record this Termination and Release.

4. This Termination and Release and the rights and obligations of the parties hereto shall be governed by and construed and interpreted in accordance with the laws of the State of Illinois and shall be binding upon the parties' representatives, successors, assigns and transferees.

[signature page follows]

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

CALIFORNIA BANK OF COMMERCE,
a California corporation



By: Raelene Sagapom
Name: Raelene Sagapom
Title: SVP, Portfolio Manager

*Signature Page to Termination and Release of
Intellectual Property Security Agreement*

TRADEMARK
REEL: 008225 FRAME: 0592

SCHEDULE A
TO
TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

| Grantor | Mark | Serial Number | Registration No. | Registration Date |
|---------------------|--|---------------|------------------|-------------------|
| GTA Containers, LLC |  | 86732689 | 4955388 | 5/10/2016 |
| GTA Containers, LLC |  | 74614602 | 1938698 | 11/28/1995 |