

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM846059

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMPAC HOLDINGS, LLC		10/06/2023	Limited Liability Company: DELAWARE
EL DORADO PACKAGING, INC.		10/06/2023	Corporation: DELAWARE
PROAMPAC HOLDINGS INC.		10/06/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank National Association), as Collateral Agent
Street Address:	425 Walnut Street
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	5335625	AMPAC PULL TAB
Registration Number:	2896177	STERASEAL
Registration Number:	5692883	ANTI-FOGLAM
Registration Number:	5537135	PACKETLAM
Registration Number:	5470248	PRO FLEXIPURE
Registration Number:	7072019	PROACTIVE COMPOSTABLE
Registration Number:	6214382	PROACTIVE PCR
Registration Number:	6644296	PROACTIVE RECYCLABLE
Registration Number:	6203684	PROACTIVE RENEWABLE
Registration Number:	5832004	PROACTIVE SUSTAINABILITY
Registration Number:	5666957	PROAMPAC
Registration Number:	5449817	PROAMPAC
Registration Number:	5232419	PRO-BARRIER
Registration Number:	5362791	PRO-COMPOSITE
Registration Number:	5324870	PRO-DURA

CH \$590.00 5335625

Property Type	Number	Word Mark
Registration Number:	5801838	PRO-EVO
Registration Number:	5710744	PRO-LOCKNPEEL
Registration Number:	5363018	PRO-RELEASE
Registration Number:	5362792	PRO-SACHET
Registration Number:	5634161	PRO-VUE SHIELD
Registration Number:	5363030	PRO-WEB
Registration Number:	5367812	PRO-WRAP
Registration Number:	5651103	QUADFLEX

CORRESPONDENCE DATA

Fax Number: 2028357586
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: 2028357500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos, Esq.
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	30045.00239
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	10/16/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 6, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**,” and, collectively, the “**Grantors**”) in favor of U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank National Association), as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Second Lien Security Agreement, dated as of December 15, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent for the Secured Parties pursuant to which the Grantors granted a security interest to the Collateral Agent (on behalf of the Secured Parties) in the Trademark Collateral (as defined below) and are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As collateral security for the payment or performance when due of the Second Lien Notes Obligations, including the Guarantor Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided* that, the Trademark Collateral shall not include any Excluded Assets (such as any intent-to-use application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application or any registration that issues therefrom under any applicable federal law):

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office

("USPTO"), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements, dilution or other violations thereof,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Second Lien Notes Obligations (other than any outstanding indemnification obligations). Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. COUNTERPARTS

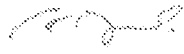
This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

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

GRANTORS:

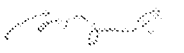
AMPAC HOLDINGS, LLC

By: 
Name: Eric Bradford
Title: Chief Financial Officer

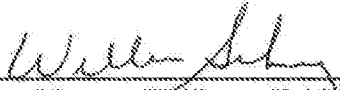
EL DORADO PACKAGING, INC.

By: 
Name: Eric Bradford
Title: Chief Financial Officer

PROAMPAC HOLDINGS INC.



By: 
Name: Eric Bradford
Title: Chief Financial Officer

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,
as Collateral Agent

By: 
Name: William Sieking
Title: Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	International Classes)	Application No. Filing Date	Registration No. Registration Date	Grantor
AMPAC PULL TAB	16	86109317 04-NOV-2013	5335625 14-NOV-2017	Ampac Holdings, LLC
STERASEAL	16	76410943 20-MAY-2002	2896177 19-OCT-2004	El Dorado Packaging, Inc.
ANTI-FOGLAM	16	87675272 07-NOV-2017	5692883 05-MAR-2019	Proampac Holdings Inc.
PACKETLAM	16	87571510 16-AUG-2017	5537135 07-AUG-2018	Proampac Holdings Inc.
PRO FLEXIPURE	16	87065928 09-JUN-2016	5470248 15-MAY-2018	Proampac Holdings Inc.
PROACTIVE COMPOSTABLE	16	97261930 10-FEB-2022	7072019 06-JUN-2023	Proampac Holdings Inc.
PROACTIVE PCR	16	88668574 25-OCT-2019	6214382 08-DEC-2020	Proampac Holdings Inc.
PROACTIVE RECYCLABLE	16	90587573 18-MAR-2021	6644296 15-FEB-2022	Proampac Holdings Inc.
PROACTIVE RENEWABLE	16	88686857 11-NOV-2019	6203684 24-NOV-2020	Proampac Holdings Inc.
PROACTIVE SUSTAINABILITY	42	88165556 23-OCT-2018	5832004 13-AUG-2019	Proampac Holdings Inc.
PROAMPAC 	6, 16, 24, 40	87067751 10-JUN-2016	5666957 29-JAN-2019	Proampac Holdings Inc.
PROAMPAC 	36	87377378 20-MAR-2017	5449817 17-APR-2018	Proampac Holdings Inc.
PRO-BARRIER	24	87245920 22-NOV-2016	5232419 27-JUN-2017	Proampac Holdings Inc.
PRO-COMPOSITE	16	87245936 22-NOV-2016	5362791 26-DEC-2017	Proampac Holdings Inc.
PRO-DURA	22	87027673 06-MAY-2016	5324870 31-OCT-2017	Proampac Holdings Inc.
PRO-EVO	16	87929333 21-MAY-2018	5801838 09-JUL-2019	Proampac Holdings Inc.

Mark	International Classes)	Application No. Filing Date	Registration No. Registration Date	Grantor
PRO-LOCKNPEEL	16	87622384 26-SEP-2017	5710744 26-MAR-2019	Proampac Holdings Inc.
PRO-RELEASE	16	87308645 20-JAN-2017	5363018 26-DEC-2017	Proampac Holdings Inc.
PRO-SACHET	16	87245951 22-NOV-2016	5362792 26-DEC-2017	Proampac Holdings Inc.
PRO-VUE SHIELD	16	87633668 04-OCT-2017	5634161 18-DEC-2018	Proampac Holdings Inc.
PRO-WEB	16	87311536 24-JAN-2017	5363030 26-DEC-2017	Proampac Holdings Inc.
PRO-WRAP	6, 16	87245964 22-NOV-2016	5367812 02-JAN-2018	Proampac Holdings Inc.
QUADFLEX	16	87724677 18-DEC-2017	5651103 08-JAN-2019	Proampac Holdings Inc.