

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI42962

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PACKAGING MATTERS, LLC	FORMERLY Packaging Equity Holdings, LLC	02/21/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	SIENA LENDING GROUP LLC		
<b>Street Address:</b>	9 W Broad Street, 5th Floor		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06902		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3983182	PENNY PLATE	
<b>Serial Number:</b>	97870224	PENNY PLATE	
<b>Serial Number:</b>	87291787	ELUMICOAT	
<b>Serial Number:</b>	97805794	GA	
<b>Serial Number:</b>	97805789	GA GATEWAY ALUMINUM	
<b>Serial Number:</b>	97805778	GA GATEWAY ALUMINUM	
<b>Serial Number:</b>	97811981	POLYMERPAK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	7136328629		
<b>Email:</b>	kareem.ansley@blankrome.com		
<b>Correspondent Name:</b>	KAREEM ANSLEY		
<b>Address Line 1:</b>	BLANK ROME LLP		
<b>Address Line 2:</b>	717 TEXAS AVENUE, SUITE 1400		
<b>Address Line 4:</b>	HOUSTON, TEXAS 77002		
<b>ATTORNEY DOCKET NUMBER:</b>	140690-01089		
<b>NAME OF SUBMITTER:</b>	Kareem Ansley		

CH \$190.00.00 77852944

<b>SIGNATURE:</b>	Kareem Ansley
<b>DATE SIGNED:</b>	02/21/2024
<b>Total Attachments: 5</b> source=Amend 7 - Intellectual Property Security Agreement - Second A_R (Siena-rePlanet)#page1.tif source=Amend 7 - Intellectual Property Security Agreement - Second A_R (Siena-rePlanet)#page2.tif source=Amend 7 - Intellectual Property Security Agreement - Second A_R (Siena-rePlanet)#page3.tif source=Amend 7 - Intellectual Property Security Agreement - Second A_R (Siena-rePlanet)#page4.tif source=Amend 7 - Intellectual Property Security Agreement - Second A_R (Siena-rePlanet)#page5.tif	

**SECOND AMENDED AND RESTATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS SECOND AMENDED AND RESTATED, INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of February 21, 2024 by PACKAGING MATTERS, LLC (f/ka Packaging Equity Holdings, LLC), a Delaware limited liability company ("**Grantor**") in favor of SIENA LENDING GROUP LLC, a Delaware limited liability company (together with its successors and assigns, "**Lender**"):

W I T N E S S E T H

WHEREAS, Grantor, certain of Grantors' affiliates and Lender are parties to a certain Amended and Restated Loan and Security Agreement, dated as of February 7, 2020 (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor and the other Borrowers (as defined therein) by Lender; and

WHEREAS, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor and the other Borrowers under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender, and hereby reaffirms any prior grant of, a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to Grantor and material to the business of Grantor as of the date hereof.

4. [Reserved].

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).

6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR HIMSELF AND IN RESPECT OF HIS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Agreement shall be sent in accordance with Section 10.1 of the Loan Agreement.

8. Amendment and Restatement. This Agreement amends, restates and replaces that certain Amended and Restated, Consolidated Intellectual Property Security Agreement, dated as of February 7, 2020, and filed with the United States Patent and Trademark Office on February 10, 2020 at Reel/Frame 6860/0503, by and among Packaging Equity Holdings, LLC (as predecessor to Grantor), a Delaware limited liability company, rePlanet Packaging, LLC, a Delaware limited liability company, Penny Plate, LLC, a Delaware limited liability company, and Lender (the “*Existing Agreement*”), but does not extinguish the obligations outstanding under the Existing Agreement or otherwise discharge or release Grantor from its obligations arising thereunder or the liens created thereby. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Existing Agreement, which shall remain in full force and effect, except as expressly modified hereby or by instruments executed concurrently herewith.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**PACKAGING MATTERS, LLC**

By: Michael Leraris  
Name: Michael Leraris  
Title: Chief Operating Officer

Agreed and Accepted  
as of the date first written above:

SIENA LENDING GROUP LLC

By: 

Name: James Persico

Title: Authorized Signatory

By: 

Name: Andrew Hausspiegel

Title: Authorized Signatory

[Signature page to Second Amended and Restated Intellectual Property Security Agreement]

TRADEMARK  
REEL: 008351 FRAME: 0547

**SCHEDULE 1**

**PATENTS**

None.

**COPYRIGHTS**

None.

**TRADEMARKS**

<b><u>TRADEMARK</u></b>	<b><u>REG. NO./SER. NO.</u></b>	<b><u>APP./REG. DATE</u></b>	<b><u>OWNER/GRANTOR</u></b>
Penny Plate	3983182	6/28/2011	Packaging Matters, LLC
Penny Plate (Design Mark)	97870224	4/03/2023	Packaging Matters, LLC
ELUMICOAT	87291787	Application Filed 1/6/2017	Packaging Matters, LLC
Gateway Aluminum (Design Mark)	97805794	Application Filed 02/22/2023	Packaging Matters, LLC
Gateway Aluminum (Design Mark)	97805789	02/22/2023	Packaging Matters, LLC
Gateway Aluminum (Design Mark)	97805778	2/22/2023	Packaging Matters, LLC
PolymerPak (Design Mark)	97811981	2/25/2023	Packaging Matters, LLC