

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI98679

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Anchor Hocking, LLC		03/14/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	MidCap Funding IV Trust, as Administrative Agent		
Street Address:	7255 Woodmont Avenue, Suite 300		
Internal Address:	c/o MidCap Financial Services, LLC, as Servicer		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Serial Number:	97049127	ANCHOR LODGE	
Serial Number:	97010440	ANCHOR LODGE	
Serial Number:	88824260	SAPORUS	
Serial Number:	90830543	SWING BOARD CUT SMARTER	
Serial Number:	90632133	BOLD & POWERFUL	
Serial Number:	90632159	CREAMY & SILKY	
Serial Number:	90632214	CRISP & FRESH	
Serial Number:	90618275		
Serial Number:	90510176	SWING BOARD	
Serial Number:	90510236	CUT SMARTER	
Serial Number:	88725102		
Serial Number:	88725370		
Serial Number:	88688494	SNUG FIT LIDS	
Serial Number:	88667620	FLAVOR FIRST	
Serial Number:	88336255	ANCHOR H HOCKING FOODSERVICE	
Serial Number:	88332160	ANCHOR HOCKING FOODSERVICE	
Serial Number:	88005636	HERITAGE HILL	
Serial Number:	87596235	LIFE DURABLE	

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Property Type	Number	Word Mark
Serial Number:	87596239	LIFE DURABLE GLASS
Serial Number:	87386659	H
Serial Number:	88103771	SECURELOCK
Serial Number:	88005628	MONTANA
Serial Number:	87590299	TEMPERED TOUGH
Serial Number:	87407527	TRUESEAL
Serial Number:	86092975	ANCHOR ANCHOR HOCKING COMPANY
Serial Number:	72156791	ANCHOR HOCKING
Serial Number:	73647833	RIM-TEMPERED
Serial Number:	75449475	SURE-GUARD
Serial Number:	71549603	FIRE-KING
Serial Number:	77941089	FLORENTINE
Serial Number:	77883343	ANCHOR
Serial Number:	77745364	TRUESEAL BY ANCHOR
Serial Number:	77883374	
Serial Number:	73168766	EXCELLENCY
Serial Number:	71440614	FIRE-KING
Serial Number:	74225597	TARTAN
Serial Number:	87285477	TRUEFIT
Serial Number:	98252386	TRUELOCK LOCKING LID

CORRESPONDENCE DATA

Fax Number: 3129932617

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: 3129932617

Email: atoosa.nowrouzi@lw.com

Correspondent Name: Atoosa Nowrouzi

Address Line 1: C/O Latham and Watkins 330 N Wabash Ave

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	058728-0116 (AN)
NAME OF SUBMITTER:	Atoosa Nowrouzi
SIGNATURE:	Atoosa Nowrouzi
DATE SIGNED:	03/15/2024

Total Attachments: 7

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U.S. Trademark Security Agreement

U.S. Trademark Security Agreement, dated as of March 14, 2024 (this “Trademark Security Agreement”), by Anchor Hocking, LLC, a Delaware limited liability company (the “Grantor”) in favor of MidCap Funding IV Trust, in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

Whereas, the Grantor is a party to an Amended and Restated U.S. Security Agreement dated as of March 14, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

Now, therefore, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative 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 in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent, for its own benefit and for the benefit of the other Secured Parties, as collateral security for the payment and performance when due of all Secured Obligations, a security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor (collectively, the “Trademark Collateral”):

(a) Trademarks of the Grantor listed on Schedule I attached hereto, together with any and all (i) goodwill associated therewith or symbolized thereby, (ii) extensions and renewals thereof, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations or violations thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present or future infringements, dilutions, misappropriations or violations thereof; and

(b) all Proceeds of any and all of the foregoing (other than Excluded Assets).

Notwithstanding anything to the contrary contained in, and without limiting, clauses (a) and (b) above, the security interest created by this Trademark Security Agreement shall not attach to, and the term “Trademark Collateral” shall not include, any “intent-to-use” applications for trademarks or service marks filed in the United States Patent and Trademark Office (“USPTO”) pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to and accepted by the USPTO pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d), to the extent, if any, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such application under applicable federal law.

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 Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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 unless the Administrative Agent shall otherwise determine.

Section 4. Termination. On the Termination Date or as otherwise set forth in Section 11.5 of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

Section 5. Counterparts; Electronic Signatures. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute 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. The words "execution," "signed," "signature," and words of like import in this Trademark Security Agreement or in any amendment, supplement or other modification hereof shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.


Section 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York.

[signature page follows]

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

Very truly yours,

ANCHOR HOCKING, LLC

By: _____

Name: Jamie P. Keller


Title: Chief Financial Officer, Secretary
and Treasurer

Accepted and Agreed:

MIDCAP FUNDING IV TRUST, as
Administrative Agent

By: Apollo Capital Management, L.P.,
its investment manager


By: Apollo Capital Management GP LLC,
its general partner

By: 


Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE I
to
US TRADEMARK SECURITY AGREEMENT
US TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. Trademark Registrations and U.S. Trademark Applications:

Owner	App. No. App. Date	Reg. No. Reg. Date	Status	Trademark
ANCHOR HOCKING, LLC	97049127 28-SEP-2021	7208444 31-OCT-2023	Registered	ANCHOR LODGE 
ANCHOR HOCKING, LLC	97010440 03-SEP-2021	7208389 31-OCT-2023	Registered	ANCHOR LODGE
ANCHOR HOCKING, LLC	88824260 06-MAR-2020	6471992 31-AUG-2021	Registered	SAPORUS
ANCHOR HOCKING, LLC	90830543 15-JUL-2021	6862674 04-OCT-2022	Registered	SWING BOARD CUT SMARTER 
ANCHOR HOCKING, LLC	90632133 08-APR-2021	6677516 22-MAR-2022	Registered	BOLD & POWERFUL
ANCHOR HOCKING, LLC	90632159 08-APR-2021	6677520 22-MAR-2022	Registered	CREAMY & SILKY
ANCHOR HOCKING, LLC	90632214 08-APR-2021	6677525 22-MAR-2022	Registered	CRISP & FRESH
ANCHOR HOCKING, LLC	90618275 01-APR-2021	6914615 29-NOV-2022	Registered	Design Only 
ANCHOR HOCKING, LLC	90510176 04-FEB-2021	6828818 23-AUG-2022	Registered	SWING BOARD
ANCHOR HOCKING, LLC	90510236 04-FEB-2021	6828819 23-AUG-2022	Registered	CUT SMARTER
ANCHOR HOCKING, LLC	88725102 12-DEC-2019	6247745 12-JAN-2021	Registered	Design Only 
ANCHOR HOCKING, LLC	88725370 12-DEC-2019	6247746 12-JAN-2021	Registered	Design Only 

Owner	App. No. App. Date	Reg. No. Reg. Date	Status	Trademark
ANCHOR HOCKING, LLC	88688494 12-NOV-2019	6033867 14-APR-2020	Registered	SNUG FIT LIDS
ANCHOR HOCKING, LLC	88667620 24-OCT-2019	6356906 18-MAY-2021	Registered	FLAVOR FIRST
ANCHOR HOCKING, LLC	88336255 12-MAR-2019	6873031 11-OCT-2022	Registered	ANCHOR H HOCKING FOODSERVICE
ANCHOR HOCKING, LLC	88332160 08-MAR-2019	6873029 11-OCT-2022	Registered	ANCHOR HOCKING FOODSERVICE
ANCHOR HOCKING, LLC	88005636 19-JUN-2018	5831379 13-AUG-2019	Registered	HERITAGE HILL
ANCHOR HOCKING, LLC	87596235 05-SEP-2017	5764353 28-MAY-2019	Registered	LIFE DURABLE
ANCHOR HOCKING, LLC	87596239 05-SEP-2017	5764354 28-MAY-2019	Registered	LIFE DURABLE GLASS
ANCHOR HOCKING, LLC	87386659 27-MAR-2017	5607824 13-NOV-2018	Registered	H
ANCHOR HOCKING, LLC	88103771 04-SEP-2018	6521169 12-OCT-2021	Registered	SECURELOCK
ANCHOR HOCKING, LLC	88005628 19-JUN-2018	6039717 28-APR-2020	Registered	MONTANA
ANCHOR HOCKING, LLC	87590299 30-AUG-2017	5984866 11-FEB-2020	Registered	TEMPERED TOUGH
ANCHOR HOCKING, LLC	87407527 11-APR-2017	5478615 29-MAY-2018	Registered	TRUESEAL
ANCHOR HOCKING, LLC	86092975 16-OCT-2013	4571214 22-JUL-2014	Registered	ANCHOR ANCHOR HOCKING COMPANY
ANCHOR HOCKING, LLC	72156791 07-NOV-1962	0756056 03-SEP-1963	Renewed (2013)	ANCHOR HOCKING
ANCHOR HOCKING, LLC	73647833 05-MAR-1987	1479195 01-MAR-1988	Renewed (2018)	RIM-TEMPERED
ANCHOR HOCKING, LLC	75449475 13-MAR-1998	2289581 26-OCT-1999	Renewed (2019)	SURE-GUARD
ANCHOR HOCKING, LLC	71549603 13-FEB-1948	0522575 21-MAR-1950	Renewed (2019)	FIRE-KING

Owner	App. No. App. Date	Reg. No. Reg. Date	Status	Trademark
ANCHOR HOCKING, LLC	77941089 22-FEB-2010	3853422 28-SEP-2010	Renewed (2020)	FLORENTINE
ANCHOR HOCKING, LLC	77883343 01-DEC-2009	3817901 13-JUL-2010	Renewed (2020)	ANCHOR
ANCHOR HOCKING, LLC	77745364 27-MAY-2009	3846194 07-SEP-2010	Renewed (2020)	TRUESEAL BY ANCHOR TrueSeal by anchor
ANCHOR HOCKING, LLC	77883374 01-DEC-2009	3817905 13-JUL-2010	Renewed (2021)	Design Only 
ANCHOR HOCKING, LLC	73168766 02-MAY-1978	1110057 26-DEC-1978	Renewed (2021)	EXCELLENCY
ANCHOR HOCKING, LLC	71440614 13-FEB-1941	0388452 24-JUN-1941	Renewed (2022)	FIRE-KING
ANCHOR HOCKING, LLC	74225597 26-NOV-1991	1783467 20-JUL-1993	Renewed (2023)	TARTAN
ANCHOR HOCKING, LLC	87285477 30-DEC-2016	5578046 09/10/2018	Registered	TRUEFIT
ANCHOR HOCKING, LLC	98252386 02-NOV-2023			TRUELOCK LOCKING LID