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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM431948

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mauser USA, LLC		06/19/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon Trust Company, N.A.
Street Address:	10161 Centurion Parkway North, 2nd Floor
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32256
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2819364	DEL-LOC EXTRA
Registration Number:	2819362	DELCON
Registration Number:	2819363	DELDRUM
Registration Number:	1325859	DELEX
Registration Number:	3603695	SOLID SEAL

CORRESPONDENCE DATA

Fax Number: 9494754754

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: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie Kann

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	05830-00003
NAME OF SUBMITTER:	Stephanie Kann
SIGNATURE:	/stephanie kann/
DATE SIGNED:	06/20/2017

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, MAUSER USA, LLC, a Delaware limited liability company (the "Grantor") with principal offices at Two Tower Center Boulevard, 20th Floor, East Brunswick, New Jersey 08816, hereby pledges and grants to The Bank of New York Mellon Trust Company, N.A., as Collateral Agent, with principal offices at 10161 Centurion Parkway North, 2nd Floor, Jacksonville, Florida 32256, (the "Grantee"), for the benefit of the Secured Parties (as such term is defined in the Security Agreement referred to below), a continuing security interest in all of the right, title and interest of such Grantor in, to and under (i) the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof (prior to the Termination Date) for infringement of any of the Marks or unfair competition regarding the same (collectively, the "Mark Collateral").

THIS GRANT is made to secure the prompt and complete payment and performance when due of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other Grantors from time to time party thereto and the Grantee, dated as of April 3, 2017 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Mark Collateral acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of

which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to

conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant is subject to the terms and conditions set forth in the Intercreditor Agreement

(as defined in the Security Agreement) in all respects and, in the event of any conflict between the terms

of the Intercreditor Agreement and this Grant, the terms of Intercreditor Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 19 day of June, 2017.

MAUSER USA, LLC, Grantor

By:

Name: Wkabeth G. Miller

Title: Vice President, Finance, Treasurer, Secretary

The Bank of New York Mellon Trust Company, N.A., as Collateral Agent and Grantee

By:

Name: Title:

By:

By:

Name: Title:

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the _____ day of June, 2017. MAUSER USA, LLC, Grantor Ву: Name: Elizabeth G. Miller Title: Vice President, Finance, Treasurer, Secretary The Bank of New York Mellon Trust Company, N.A., as Collateral Agent and Grantee Name: R. TARNAS Title:

[Signature Page to BWAY Secured Indenture Trademark Agreement (Mauser USA, LLC)]

VICE PRESIDENT

SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>	REG. DATE
DEL-LOC EXTRA	2819364	3/2/2004
DELCON	2819362	3/2/2004
DELDRUM	2819363	3/2/2004
DELEX	1325859	3/19/1985
SOLID SEAL	3603695	4/7/2009

TRADEMARK
REEL: 006088 FRAME: 0220

RECORDED: 06/20/2017