

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449274

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RING CONTAINER TECHNOLOGIES, LLC		10/31/2017	Limited Liability Company: TENNESSEE
RAPAC, L.P.		10/31/2017	Limited Partnership: TENNESSEE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	135 S. LaSalle Street
Internal Address:	Mail Code: IL4-135-09-61
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Bank: NORTH CAROLINA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2016869	RING
Registration Number:	3424305	EXCEEDING EXPECTATIONS BY DESIGN
Registration Number:	3503026	EXCEEDING EXPECTATIONS BY DESIGN
Registration Number:	3849569	ULTRA 35
Registration Number:	3849568	ULTRA 35
Registration Number:	2981489	EZ-SEAL
Registration Number:	1420051	WING PAC
Registration Number:	1696057	HALFPAK
Registration Number:	3291628	PPF
Registration Number:	3291629	PERFECT PALLET FIT
Registration Number:	4185484	ECOSIX

CORRESPONDENCE DATA

Fax Number:

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: 2023704750

TRADEMARK

Email: ipteam@cogencyglobal.com
Correspondent Name: Darlena Bari Stark
Address Line 1: 1025 VERMONT AVE NW, SUITE 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER: F173582

NAME OF SUBMITTER: Sonya Jackman

SIGNATURE: /Sonya Jackman/

DATE SIGNED: 11/01/2017

Total Attachments: 10

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of October 31, 2017 (this "Trademark Security Agreement"), by and among Ring Container Technologies, LLC, a Tennessee limited liability company, Rapac, L.P., a Tennessee limited partnership (each, a "Grantor") and Bank of America, N.A., as administrative agent and collateral agent (together with its successors and permitted assigns in such capacities, the "Administrative Agent") for the Secured Parties (as defined in the First Lien Credit Agreement).

Reference is made to that certain First Lien Credit Agreement, dated as of October 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), by and among RING CONTAINER TECHNOLOGIES GROUP, LLC, a Delaware limited liability company (the "Borrower"), RING CONTAINER TECHNOLOGIES INTERMEDIATE, LLC, a Delaware limited liability company ("Holdings"), the Lenders from time to time party thereto and the Administrative Agent.

Reference is also made to that certain First Lien Pledge and Security Agreement dated as of October 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Borrower, Holdings, the other Grantors (as defined therein) and the Administrative Agent for the Secured Parties.

The Lenders (as defined in the First Lien Credit Agreement) have extended credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used herein and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor, and regardless of where located (collectively, the "Trademark Collateral"):

(a) all trademarks (including service marks), common law marks, trade names, trade dress, domain names and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof (including but not limited to the registrations and applications listed on Schedule I hereto); and the goodwill of the business connected with the use of and symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions thereof; (d) all rights to sue for past, present, and future infringements or dilutions of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include (i) any foreign IP Rights and any intent-to-use Trademark application prior to the filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, only 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 Trademark application or any registration issuing therefrom under applicable law, or (ii) any other Excluded Assets.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

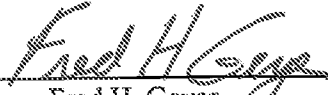
SECTION 4. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. 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.

[Signature Pages Follow]

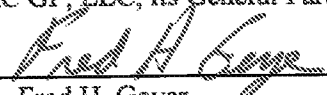
IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

RING CONTAINER TECHNOLOGIES, LLC

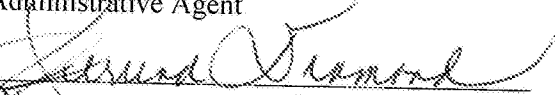
By: 
Name: Fred H. Geyer
Title: Executive Vice President, Chief Financial Officer, Secretary and Treasurer

RAPAC, LP

By: RAPAC GP, LLC, its General Partner

By: 
Name: Fred H. Geyer
Title: Executive Vice President, Chief Financial Officer, Secretary and Treasurer

BANK OF AMERICA, N.A.
as Administrative Agent

By: 

Name: **Gerund Diamond**
Title: **Assistant Vice President**

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
Ring Container Technologies, LLC	2,016,869	11/19/1996	RING & Design
Ring Container Technologies, LLC	3,424,305	5/6/2008	EXCEEDING EXPECTATIONS BY DESIGN
Ring Container Technologies, LLC	3,503,026	9/16/2008	EXCEEDING EXPECTATIONS BY DESIGN
Ring Container Technologies, LLC	3,849,569	9/21/2010	ULTRA 35
Ring Container Technologies, LLC	3,849,568	9/21/2010	ULTRA 35 & Design
Ring Container Technologies, LLC	2,981,489	8/2/2005	EZ-SEAL
Rapac, LP	1,420,051	12/9/1986	WING PAC
Ring Container Technologies, LLC	1,696,057	6/23/1992	HALFPAK
Ring Container Technologies, LLC	3,291,628	9/11/2007	PPF
Ring Container Technologies, LLC	3,291,629	9/11/2007	PERFECT PALLET FIT
Rapac, LP	4,185,484	8/7/2012	ECOSIX

TRADEMARK APPLICATIONS

None.

ANNEX A TO FIRST LIEN TRADEMARK SECURITY AGREEMENT

FORM OF FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT dated as of [●], 20[●] (this “Trademark Security Agreement Supplement”), by and [between][among] [●], a [●] ([each, a][the] “Grantor”) and Bank of America, N.A., as administrative agent and collateral agent (together with its successors and permitted assigns in such capacities, the “Administrative Agent”) for the Secured Parties (as defined in the First Lien Credit Agreement).

Reference is made to that certain First Lien Credit Agreement, dated as of [●], 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), by and among RING CONTAINER TECHNOLOGIES GROUP, LLC, a Delaware limited liability company (the “Borrower”), RING CONTAINER TECHNOLOGIES INTERMEDIATE, LLC, a Delaware limited liability company (“Holdings”), the Lenders from time to time party thereto and the Administrative Agent.

Reference is also made to that certain First Lien Pledge and Security Agreement dated as of [●], 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Borrower, Holdings, the other Grantors (as defined therein) and the Administrative Agent for the Secured Parties.

Reference is also made to that certain First Lien Trademark Security Agreement, dated as of [●], 20[●] (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Trademark Security Agreement”) by and [between][among] the Grantor[s] party thereto and the Administrative Agent for the Secured Parties.

The Lenders (as defined in the First Lien Credit Agreement) have extended credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. Under the terms of the Security Agreement, [each][the] Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional Trademark Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Trademark Security Agreement Supplement. Now, therefore, the parties hereto agree as follows

SECTION 1. Terms. Capitalized terms used in this Trademark Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, [each][the] Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the [such][the] Grantor and regardless of where located (collectively, the “Additional Trademark Collateral”):

- (a) all trademarks (including service marks), common law marks, trade names, trade dress, domain names and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof (including but not limited to the registrations and applications listed on Schedule I hereto); and the goodwill of the business connected with the use of and symbolized by the foregoing;
- (b) all renewals of the foregoing;
- (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and

future infringements or dilutions thereof; (d) all rights to sue for past, present, and future infringements or dilutions of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing. Notwithstanding anything herein to the contrary, in no event shall the Additional Trademark Collateral include (i) any foreign IP Rights and any intent-to-use Trademark application prior to the filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, only 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 Trademark application or any registration issuing therefrom under applicable law, or (ii) any other Excluded Assets.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. [Each][The] Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement Supplement 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.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement Supplement as of the day and year first above written.

[•]

By: _____

Name: [•]

Title: [•]

BANK OF AMERICA, N.A.
as Administrative Agent

By: _____

Name:

Title:

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	FILING DATE	TRADEMARK