

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498387

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OR Lending LLC, as Administrative Agent		11/14/2018	BANK: UNITED STATES
RECEIVING PARTY DATA			
Name:	Ring Container Technologies, LLC		
Street Address:	1 Industrial Park Road		
City:	Oakland		
State/Country:	TENNESSEE		
Postal Code:	38060		
Entity Type:	Limited Liability Company: TENNESSEE		
Name:	RAPAC, L.P.		
Street Address:	65 Industrial Park Road		
City:	Oakland		
State/Country:	TENNESSEE		
Postal Code:	38060		
Entity Type:	Limited Partnership: TENNESSEE		
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			
TRADEMARK			

Fax Number: 2126983599

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: 212-698-3500

Email: patents@dechert.com

Correspondent Name: Noah Shier

Address Line 1: Dechert LLP

Address Line 4: New York, NEW YORK 10036-6797

ATTORNEY DOCKET NUMBER:	Project Owl 158366
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NAME OF SUBMITTER:	Noah Shier
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SIGNATURE:	/Noah Shier/
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DATE SIGNED:	11/15/2018
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Total Attachments: 5

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SECOND LIEN RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of November 14, 2018 (the “Effective Date”), is made by OR Lending LLC, as administrative agent and collateral agent (the “Administrative Agent”), in favor of the grantor parties identified on the signature page hereto (the “Grantors”).

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement, dated as of October 31, 2017, by and among the Administrative Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Administrative Agent, as administrative agent and collateral agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Second Lien Trademark Security Agreement, dated as of October 31, 2017 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 1, 2017 at Reel/Frame 6194/0562;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

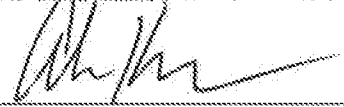
1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Administrative Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Administrative Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Administrative Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.
3. Termination. The Administrative Agent, without representation or warranty of any kind, hereby terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Administrative Agent agrees to take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors’ sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Recordation. The Administrative Agent hereby authorizes the Grantors or any of their authorized representatives to file this Release with the United States Patent and Trademark Office or any other applicable governmental office. The Administrative Agent hereby further authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

6. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature page follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

OR LENDING LLC, as Administrative Agent

By: 

Name: Alan Kirshenbaum

Title: Authorized Signatory

GRANTORS:

RING CONTAINER TECHNOLOGIES, LLC

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

RAPAC, L.P.

By: RAPAC GP, LLC, its General Partner

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

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.