

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554427

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon, as Collateral Agent		12/20/2019	Chartered Bank: NEW YORK

RECEIVING PARTY DATA

Name:	Closure Systems International Inc.
Street Address:	5350 Poplar Ave.
Internal Address:	SUITE 400
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38119
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	1659792	DOUBLE-LOK
Registration Number:	1661754	UNI-LOK
Registration Number:	2402785	CAPTURE
Registration Number:	2507986	EXTRA-LOK
Registration Number:	2528424	NITRO-LOK
Registration Number:	2890317	OMNI-LOK
Registration Number:	3032785	EXTRA-LOK XT
Registration Number:	1761402	AQUA-LOK
Registration Number:	2671737	SPORTS-LOK
Registration Number:	1324601	WING-LOK
Registration Number:	3332684	WE MAKE YOUR PACKAGING WORK
Registration Number:	3509397	AQUA-LOK MINI
Registration Number:	3693058	OMNI-LOK MINI
Registration Number:	3516919	XTRA-LOK MINI
Registration Number:	4053472	ASEPTI-LOK
Registration Number:	4417777	FLEX-CHUCK
Registration Number:	4339017	SCANCAP

CH \$490.00 1659792

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5623053	DAIRY-LOK
Registration Number:	5341219	PRO-LOK

CORRESPONDENCE DATA

Fax Number: 2125935955

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) 756-2132

Email: scott.kareff@srz.com

Correspondent Name: Scott Kareff

Address Line 1: Schulte Roth & Zabel, 919 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951.1904
NAME OF SUBMITTER:	Scott Kareff
SIGNATURE:	/RS for SK/
DATE SIGNED:	12/20/2019

Total Attachments: 5

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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the “Termination and Release”), dated as of December 20, 2019, from The Bank of New York Mellon, as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties, to Closure Systems International Inc. (the “Grantor”) in connection with (a) that certain Trademark Security Agreement, dated as of November 5, 2009, among the Collateral Agent, the Grantor, Reynolds Consumer Products, Inc. and Reynolds Foil Inc. (as amended, restructured, renewed, novated, supplemented, restated, replaced or otherwise modified from time to time, the “2009 Trademark Security Agreement”) and (b) that certain Trademark Security Agreement, dated as of August 17, 2017, among the Collateral Agent, the Grantor, Evergreen Packaging Inc., Graham Packaging Company, L.P., Graham Packaging PET Technologies Inc., Pactiv LLC, Pactiv Packaging Inc., Reynolds Consumer Products LLC and Reynolds Presto Products Inc. (as amended, restructured, renewed, novated, supplemented, restated, replaced or otherwise modified from time to time, the “2017 Trademark Security Agreement”, and together with the 2009 Trademark Security Agreement, the “Trademark Security Agreements”). Capitalized terms used herein without definition are used as defined in the Collateral Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Collateral Agreement, dated as of November 5, 2009 (as amended, restructured, renewed, novated, supplemented, restated, replaced or otherwise modified from time to time, the “Collateral Agreement”), the Grantor assigned and pledged to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and granted to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a Security Interest in the Trademarks (including those listed on Schedule I hereto), as further stipulated in each Trademark Security Agreement;

WHEREAS, the 2009 Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office at Reel 4103, Frame 0708;

WHEREAS, the 2017 Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office at Reel 6200, Frame 0647; and

WHEREAS, the Collateral Agent desires to terminate and release the entirety of its Security Interest in the Trademarks listed on Schedule I hereto (the “Released Trademarks”) in accordance with Section 5.15(b) and (d) of the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby agrees as follows:

1. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges all of its Security Interest in the Released Trademarks, and any right, title or interest of the Collateral Agent or any other Secured Party therein shall hereby cease and become void.
2. Further Assurances. The Collateral Agent shall, at the expense of the Grantor, execute and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements prepared by the Grantor), and take all other actions necessary or reasonably desirable for the release of the Security Interest in the Released Trademarks as reasonably requested by the Grantor.
3. Applicable Law. This Termination and Release shall be construed in accordance with and governed by the laws of the State of New York, without regard to its conflict of laws provisions.
4. Electronic Delivery. Delivery of an executed page of this Termination and Release by facsimile transmission or other means of electronic transmission (including “pdf”) shall be effective as delivery of the Termination and Release signed manually.
5. Miscellaneous. The execution and delivery of this Termination and Release and any document or agreement referred to herein or in connection herewith, and the taking of any action in connection herewith shall be without recourse to, representation or warranty by, the Collateral Agent or any other Secured Party. The rights, indemnities and protections of Collateral Agent set forth in Article IV of the First Lien Intercreditor Agreement shall apply mutatis mutandis to this Termination and Release and the provisions thereof are incorporated herein by reference. Nothing herein shall be construed to act as a release of, or shall prejudice, such rights, indemnities and protections. The Collateral Agent is acting as instructed by the Applicable Representative pursuant to the terms of the First Lien Intercreditor Agreement. Nothing herein shall be construed to act as a release of, or prejudice the rights of the Collateral Agent or the Secured Parties to, the security interest created under any Security Document, other than in respect of the assets being released hereunder.

* * *

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

THE BANK OF NEW YORK MELLON,
as Collateral Agent

By: *Wanda Camacho*
Name: Wanda Camacho
Title: Vice President

[Signature Page to Release of Trademark Security Agreement]

TRADEMARK
REEL: 006823 FRAME: 0647

SCHEDULE I

Released Trademarks

Trademark	Registration Number
Double-Lok	1,659,792
Uni-Lok	1,661,754
Capture	2,402,785
Extra-Lok	2,507,986
Nitro-Lok	2,528,424
Omni-Lok	2,890,317
Extra-Lok XT	3,032,785
Aqua-Lok	1,761,402
Sports-Lok	2,671,737
Wing-Lok	1,324,601
We Make Your Packaging Work	3,332,684
Aqua-Lok Mini	3,509,397
Omni-Lok Mini	3,693,058
Xtra-Lok Mini	3,516,919
ASEPTI-LOK	4,053,472
FLEX-CHUCK	4,417,777
SCANCAP	4339017
DAIRY-LOK	5623053
PRO-LOK	5341219