

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626065

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
All Packaging Company LLC		02/12/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Administrative Agent		
Street Address:	111 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87181910	LEAFLOCKER	
Serial Number:	87181921	INTRICUT	
Serial Number:	85249327	CARTON MADE WITH WIND ENERGY	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>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.</i>			
Phone:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	02/12/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT, dated as of February 12, 2021 (this “Agreement”), among the undersigned Loan Parties (collectively, the “Grantors” and each, a “Grantor”) and BMO Harris Bank N.A., as the Administrative Agent.

Reference is made to (a) the Credit Agreement, dated as of August 21, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Mill Rock Packaging Holdings LLC, a Delaware limited liability company (“Holdings”), Toledo AcquisitionCo Inc., a Delaware corporation (the “Borrower”), the Lenders party thereto from time to time, the Administrative Agent and Bank of Montreal, as the Issuing Lender and the Swingline Lender, and (b) the Collateral Agreement, dated as of August 21, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other Subsidiary Grantors party thereto from time to time and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower on the terms and subject to the conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Collateral Agreement or the applicable Security Document did, and hereby does, grant to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest to (collectively, the “Trademark Collateral”):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any political subdivision thereof, all extensions or renewals thereof, and all common law rights related thereto, including in the case of any Grantor, those listed on Schedule I;
- (b) all goodwill associated therewith or symbolized thereby; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Termination. This Agreement shall terminate in accordance with Section 5.12 of the Collateral Agreement. Upon the occurrence of the discharge of Secured Obligations or the release of the Grantor from its obligations under the Collateral Agreement pursuant to Section 5.12 of the Collateral Agreement, (a) the security interest granted herein shall automatically and immediately terminate, the Trademark Collateral shall be automatically released, this Agreement shall terminate, and all rights to the Trademark Collateral shall revert to Grantor, all without delivery of any instrument or performance of any act by any Person, and (b) the Administrative Agent shall execute, acknowledge and deliver to the Grantor an instrument (in form and substance reasonably satisfactory to the Grantor) in

writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement and other Security Documents. 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 Collateral Agreement or the applicable Security Document. 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 Collateral Agreement or the applicable Security Document, 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 Agreement and the Collateral Agreement or the applicable Security Document, the terms of the Collateral Agreement or such Security Document, as applicable, shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 7. Intent-to-Use Trademarks. Notwithstanding the foregoing, the Trademark Collateral shall not include any “intent-to-use” trademark application or “intent-to-use” service mark applications, to the extent that the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the applicable grantor’s right, title or interest therein or any trademark or service mark issued as a result of such application under applicable federal law.

[Signature Pages Follow]

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

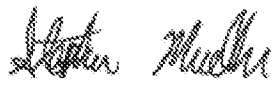
ALL PACKAGING COMPANY LLC

By: 

Name: Christopher D. Whalen

Title: Assistant Secretary

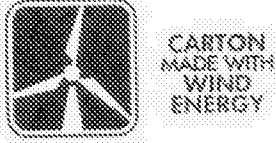
BMO HARRIS BANK N.A., as the Administrative Agent

By: 
Name: Stephen Mueller
Title: Director

SCHEDULE I

Trademarks/Trade Names

U.S. Trademark Registrations

#	Trademark	Jurisdiction	Serial No.	Filing Date	Reg. No	Reg. Date	Owner
1.	LEAFLOCKER	US	87/181,910	9/23/2016	5,371,121	1/2/2018	All Packaging Company LLC (f/k/a All Packaging Company)
2.	INTRICUT	US	87/181,921	9/23/2016	5,356,155	12/12,2017	All Packaging Company LLC (f/k/a All Packaging Company)
3.		US	85/249,327	2/23/2011	4,104,415	2/28/2012	All Packaging Corporation ¹

U.S. Trademark Applications

None.

State Trademark Registrations

None.

¹ The Company filed a corrective filing with the United States Patent and Trademark Office on November 24, 2020 to correct the owner of record to the Company.