

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM634691

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tech II, Inc.		02/23/2021	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Ankara Trust Company, LLC		
Street Address:	140 Sherman St.		
Internal Address:	4th Floor		
City:	Fairfield		
State/Country:	CONNECTICUT		
Postal Code:	06824		
Entity Type:	Chartered non-depository trust: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5306807	CORONA	
Registration Number:	5341495	APOLLO	
Registration Number:	1170258	TECH II	
Registration Number:	1182974	T II	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	49850-1-RFS		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		
DATE SIGNED:	03/26/2021		

CH \$115.00 5306807

Total Attachments: 5

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NOTES TRADEMARK SECURITY AGREEMENT (SHORT FORM)

Notes Trademark Security Agreement, dated as of February 23, by Tech II, Inc., an Ohio corporation (the “**Grantor**”), in favor of ANKURA TRUST COMPANY, LLC, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, on February 22, 2021, the Grantor has become party to a Notes U.S. Security Agreement dated as of October 15, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Notes Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Notes Secured Parties and their permitted successors and assigns a continuing security interest in, and lien on, all of its right, title and interest in any and all of the following Collateral (excluding any Excluded Assets) of the Grantor:

- (a) registered Trademarks and Trademark applications of the Grantor, including those listed on Schedule I attached hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by the foregoing;
- (d) any and all claims for damages and injunctive relief for past, present and future infringement, misappropriation, violation or misuse with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (e) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. The Security Agreement and ABL Intercreditor Agreement. The security interest granted pursuant to this Notes Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Notes Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of this Agreement, the terms of the ABL Intercreditor Agreement shall govern.

SECTION 4. Termination or Release. Upon the termination of the Security Agreement or release of the Grantor in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the security interest in the Trademarks of the Grantor under this Notes Trademark Security Agreement.

SECTION 5. Counterparts. This Notes Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Notes Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Notes Trademark Security Agreement.

SECTION 7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow.]

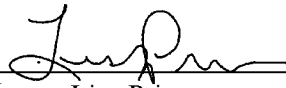
TECH II, INC.

By: Kerry McConnell
Name: Kerry McConnell
Title: Chief Financial Officer

[Trademark Security Agreement (Tech II)]

**TRADEMARK
REEL: 007234 FRAME: 0023**

ANKURA TRUST COMPANY, LLC,
as Collateral Agent

By:  _____
Name: Lisa Price
Title: Managing Director

Schedule I
to
NOTES TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND USE APPLICATIONS

Registrations:

Current Owner	Trademark	Goods/Services No.	App. No./Reg.
Tech II, Inc. (Ohio Corp.) 1765 W. County Line Rd. Springfield Ohio 45501	<u>CORONA</u>	(Int'l Class: 20) plastic containers for various food products	RN: 5306807 SN: 86178210
Tech II, Inc. (Ohio Corp.) 1765 W. County Line Rd. Springfield Ohio 45501	<u>APOLLO</u>	(Int'l Class: 20) plastic containers for various food products for use in the food industry	RN: 5341495 SN: 86940251
Tech II, Inc. (Ohio Corp.) 1765 W. County Line Rd. Springfield Ohio 45501	<u>TECH II (Stylized)</u> TECH II	(Int'l Class: 20) plastic containers for various food products	RN: 1170258 SN: 73257736
Tech II, Inc. (Ohio Corp.) 1765 W. County Line Rd. Springfield Ohio 45501	<u>T II (Stylized)</u> T II	(Int'l Class: 20) molded plastic containers sold to the trade for a variety of food and non-food products and for molded plastic lids sold to the trade for use with plastic, metal, fiber and glass containers	RN: 1182974 SN: 73239178

Applications:

None.