

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM667672

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ring Container Technologies, LLC		08/12/2021	Limited Liability Company: TENNESSEE
Rapac, L.P.		08/12/2021	Limited Partnership: TENNESSEE

## RECEIVING PARTY DATA

<b>Name:</b>	BANK OF AMERICA, N.A.
<b>Street Address:</b>	135 S. LASALLE STREET
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	National Banking Association: NORTH CAROLINA

## PROPERTY NUMBERS Total: 17

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
Registration Number:	5703459	BARRIERGUARD
Registration Number:	5709955	TRUGRIP
Registration Number:	5896105	SMARTCAN
Registration Number:	5897233	SMART CAN
Registration Number:	6300214	TRIMLITE
Registration Number:	6352446	TRIMLITE

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TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 3128622200*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:** 3128622000**Email:** jeffrey.norgle@kirkland.com**Correspondent Name:** Jeffrey Norgle**Address Line 1:** 300 NORTH LASALLE**Address Line 2:** KIRKLAND & ELLIS LLP**Address Line 4:** CHICAGO, ILLINOIS 60654

<b>ATTORNEY DOCKET NUMBER:</b>	51196-0002
<b>NAME OF SUBMITTER:</b>	JEFFREY NORGLER
<b>SIGNATURE:</b>	/JEFFREY NORGLER/
<b>DATE SIGNED:</b>	08/15/2021

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of August 12, 2021 (this “Agreement”), among Ring Container Technologies, LLC, a Tennessee limited liability company (“Ring Container”), Rapac, L.P., a Tennessee limited partnership (together with Ring Container, collectively the “Grantors” and each, a “Grantor”) and BANK OF AMERICA, N.A., as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is hereby made to that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among RING CONTAINER TECHNOLOGIES INTERMEDIATE, LLC, a Delaware limited liability company (“Initial Holdings”), RING CONTAINER TECHNOLOGIES GROUP, LLC, a Delaware limited liability company (the “Borrower”), the Lenders party thereto and BANK OF AMERICA, N.A., as Administrative Agent and Collateral Agent, and that certain Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Initial Holdings, the Borrower, the Grantors (as defined in the Collateral Agreement) from time to time party thereto and the Collateral Agent (together with its successors and assigns). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement and the Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

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 hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Agreement and the Collateral Agreement, the terms of the Collateral Agreement 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. For the avoidance of doubt, the words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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

*[Remainder of Page Intentionally Left Blank]*

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

**RING CONTAINER TECHNOLOGIES, LLC,**  
as Grantor

By:   
Name: Fred H. Geyer  
Title: Chief Financial Officer:

**RAPAC, L.P.,** as Grantor

By: RAPAC GP, LLC  
Its: General Partner

By:   
Name: Fred H. Geyer  
Title: Chief Financial Officer

**BANK OF AMERICA, N.A., as Collateral Agent**

By: *Taelitha Bonds-Harris*

Name: Taelitha Bonds-Harris

Title: Assistant Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007392 FRAME: 0178**

Schedule I

United States Registered and Applied-For Trademarks

<b>Owner</b>	<b>Registration Number</b>	<b>Trademark</b>
Ring Container Technologies, LLC	2,016,869	RING & Design
Ring Container Technologies, LLC	3,424,305	EXCEEDING EXPECTATIONS BY DESIGN
Ring Container Technologies, LLC	3,503,026	EXCEEDING EXPECTATIONS BY DESIGN
Ring Container Technologies, LLC	3,849,569	ULTRA 35
Ring Container Technologies, LLC	3,849,568	ULTRA 35 & Design
Ring Container Technologies, LLC	2,981,489	EZ-SEAL
Rapac, L.P.	1,420,051	WING PAC
Ring Container Technologies, LLC	1,696,057	HALFPAK
Ring Container Technologies, LLC	3,291,628	PPF
Ring Container Technologies, LLC	3,291,629	PERFECT PALLET FIT
Rapac, L.P.	4,185,484	ECOSIX
Ring Container Technologies, LLC	5,703,459 / 86381307	BARRIERGARD
Ring Container Technologies, LLC	5,709,955 / 86570106	TRUGRIP
Ring Container Technologies, LLC	5896105 / 88393216	SMARTCAN
Ring Container Technologies, LLC	5897233 / 88424238	SMART CAN
Ring Container Technologies, LLC	6300214 / 90097645	TRIMLITE
Ring Container Technologies, LLC	6352446 / 90097667	TRIMLITE