

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM704402

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
R-PAC INTERNATIONAL LLC		12/29/2021	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION		
Street Address:	245 PARK AVENUE, 44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97072985	IDENTIFY WITH US!	
Registration Number:	5683240	R-PAC	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	617.526.9616		
Email:	ypan@proskauer.com		
Correspondent Name:	Julien Dumont		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110-2600		
ATTORNEY DOCKET NUMBER:	11668-532		
NAME OF SUBMITTER:	Julien Dumont		
SIGNATURE:	/Julien Dumont/		
DATE SIGNED:	01/25/2022		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 29, 2021 (this "Agreement"), by R-PAC INTERNATIONAL LLC, a New York limited liability company (the "Grantor") in favor of ARES CAPITAL CORPORATION, as administrative agent and collateral agent for the Secured Parties (in such capacities, the "Administrative Agent").

Reference is made to that certain Security Agreement, dated as of December 29, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of December 29, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among ASP-R-PAC INTERMEDIATE HOLDINGS, INC., a Delaware corporation, as Holdings, ASP-R-PAC ACQUISITION CO LLC, a Delaware limited liability company (the "Borrower"), the lenders from time to time party thereto (the "Lenders") and the Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement (including any terms defined therein by reference).

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its rights, title and interest in, to or under all of the following assets (collectively, the "IP Collateral"):

- A. all Trademarks listed on Schedule I hereto;
- B. all Patents listed on Schedule II hereto; and
- C. all Copyrights listed on Schedule III;

in each case, solely to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term "IP Collateral" (and any component definition thereof) shall not include any Excluded Asset.

SECTION 3. *Security Agreement.* 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 Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *New IP Collateral.* Upon obtaining any new Intellectual Property Collateral, and solely to the extent required by the Security Agreement, the Grantor shall deliver a duly executed Intellectual Property Security Agreement Supplement, substantially in the form attached hereto as Exhibit A.

SECTION 5. *Governing Law.* THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT (WHETHER IN TORT, IN

CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE), SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. *Jurisdiction.* The consent to jurisdiction, consent to service of process, venue and waiver of jury trial provisions set forth in Section 7.15 and Section 7.16 of the Security Agreement shall apply to this Agreement, *mutatis mutandis*, to the same extent as if fully set forth herein.

SECTION 7. *Counterparts.* This Agreement and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement (each, a “**Communication**”), including Communications required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. Each party hereto agrees that any Electronic Signature on or associated with any Communication shall be valid and binding on each party hereto to the same extent as a manual, original signature and that, subject to the Legal Reservations (as defined in Credit Agreement), any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation of each party hereto enforceable in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any Communication 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 Communication. For the avoidance of doubt, the authorization under this Section 6 may include use or acceptance by the Administrative Agent of a manually signed paper Communication which has been converted into electronic form (such as scanned into “.pdf” format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The Administrative Agent may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record (“**Electronic Copy**”), which shall be deemed created in the ordinary course of such Person’s (as defined in Credit Agreement) business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. The Administrative Agent is under no obligation to accept an Electronic Signature in any form or in any format, unless expressly agreed to by the Administrative Agent pursuant to the terms hereof or procedures approved by it; provided, that, without limiting the foregoing, (a) to the extent the Administrative Agent has agreed to accept such Electronic Signature, the Administrative Agent and each of the Secured Parties shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of any party hereto without further verification and (b) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be as promptly as commercially practicable followed by such manually executed counterpart. For purposes hereof, “Electronic Record” and “Electronic Signature” shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

SECTION 8. *Recordation.* The Grantor hereby authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, as applicable, and any other applicable Governmental Authority record this Agreement.

SECTION 9. *Release.* This Agreement shall continue in effect until the Termination Date, and the Liens granted hereunder shall automatically be released in the circumstances described in Article 8 of the Credit Agreement. In connection with any such termination or release, the Administrative Agent shall promptly execute (if applicable) and deliver to the Grantor, at the Grantor’s expense, all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of the Administrative Agent’s security interest in the IP Collateral in accordance with Section 7.12 of the Security Agreement.

[Signature Pages Follow]

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

R-PAC INTERNATIONAL LLC

By: 

Name: Michael Teitelbaum

Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]