

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709339

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heritage Paper LLC		12/01/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A. (Administrative Agent)		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3610097	WINESHIELD	
CORRESPONDENCE DATA			
Fax Number:	2127557306		
<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>			
Email:	wtokmakidis@jonesday.com, ipuentes@jonesday.com		
Correspondent Name:	JONES DAY		
Address Line 1:	250 VESEY STREET		
Address Line 2:	ATTN: WENDY TOKMAKIDIS		
Address Line 4:	NEW YORK, NEW YORK 10281-1047		
NAME OF SUBMITTER:	ISAAC PUENTES		
SIGNATURE:	/Isaac Puentes/		
DATE SIGNED:	02/17/2022		
Total Attachments: 6			
source=GOLDEN WEST_Intellectual Property Security Agreement (Heritage Paper)_2022 [Executed]#page1.tif			
source=GOLDEN WEST_Intellectual Property Security Agreement (Heritage Paper)_2022 [Executed]#page2.tif			
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CH \$40.00 3610097

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 15, 2022, (this “Agreement”), by Heritage Paper LLC, a California limited liability company (the “Grantor”) in favor of Citizens Bank, N.A., as Administrative Agent.

Reference is made to that certain Pledge and Security Agreement, dated as of December 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Golden West Packaging Group LLC, a Delaware limited liability company (the “Borrower”), GWPG Intermediate LLC, a Delaware limited liability company (“Holdings”), the Subsidiary Grantors from time to time party thereto and the Administrative Agent. The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit Agreement, dated as of December 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the Lenders from time to time party thereto and the Administrative Agent. Consistent with the requirements set forth in Sections 4.01, 5.12 and 5.15 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 have the meanings specified in the Security Agreement. Sections 1.03 and 1.06 of the Credit Agreement shall apply to this Agreement mutatis mutandis.

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, pledge, collaterally assign, mortgage and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following personal property and other assets, whether now owned by or owing to hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

- (a) all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- (b) all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;
- (c) all (i) Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III hereto and (ii) all exclusive Copyright Licenses over which the Grantor is a licensee, including those listed on Schedule III hereto; and
- (d) all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

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.

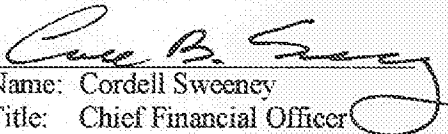
SECTION 4. *Governing Law.* This Agreement, and any claim, controversy or dispute (whether in tort, in contract, at law or in equity or otherwise) based upon, arising out of or related to this Agreement, shall be governed by, and construed in accordance with, the laws of the State of New York.

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 that is an Electronic Signature transmitted by fax, emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by fax, emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be.

[Signature Pages Follow]

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

HERITAGE PAPER LLC

By: 
Name: Cordell Sweeney
Title: Chief Financial Officer

{Signature Page to Intellectual Property Security Agreement}

TRADEMARK
REEL: 007638 FRAME: 0968

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Heritage Paper LLC	3610097	WineShield™

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
None.		

SCHEDULE II

PATENTS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE
Heritage Paper LLC	8,230,997	Bottle Support for Packaging and Shipping

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	TITLE
None.		

SCHEDULE III

COPYRIGHTS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE
None.		

COPYRIGHT APPLICATIONS

APPLICANT	APPLICATION NO.	TITLE
None.		

EXCLUSIVE COPYRIGHT LICENSES

LICENSOR	LICENSEE	TITLE	REGISTRATION NUMBER	EXPIRATION DATE
None.				