

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM710578

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIZENS BANK, N.A. (Administrative Agent)		12/01/2021	National Banking Association: DELAWARE
RECEIVING PARTY DATA			
Name:	HERITAGE PAPER LLC (Grantor)		
Also Known As:	(F/K/A BAYCORR PACKAGING LLC)		
Street Address:	2400 S GRAND AVE		
City:	SANTA ANA		
State/Country:	CALIFORNIA		
Postal Code:	92705		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4604735	MADE WITH THE SUN MANUFACTURED USING 90%	
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:	02/22/2022		
Total Attachments: 4			
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RELEASE AND TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This RELEASE AND TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 1, 2021 (this “Release”) is made by CITIZENS BANK, N.A., as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Security Agreement referred to below) in favor of HERITAGE PAPER LLC (F/K/A BAYCORR PACKAGING LLC), a California limited liability company (together with its successors and assigns, the “Grantor”).

1.

Pursuant to the Pledge and Security Agreement, dated as of June 20, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), entered into by the Grantor, each other grantor party thereto, and the Administrative Agent, the Grantor and the Administrative Agent entered into that certain Intellectual Property Security Agreement, dated as of June 22, 2017 (the “Intellectual Property Security Agreement”), and pursuant to the Security Agreement and the Intellectual Property Security Agreement, the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under the IP Collateral (as defined in the Intellectual Property Security Agreement), including the IP Collateral set forth on Schedule A hereto and incorporated herein by reference.

2.

The Administrative Agent, without representation, warranty or recourse of any sort, hereby terminates, releases and discharges the grant of and all of its lien on and security interest in, all right, title and interest in, to and under the IP Collateral granted under the Intellectual Property Security Agreement, including the IP Collateral identified on Schedule A hereto and incorporated herein by reference. Any right, title or interest of the Administrative Agent in, to or under the IP Collateral shall hereby cease and become void. This Release does not terminate, release or discharge the Administrative Agent’s security interest in any intellectual property or any other asset of the Grantor other than the IP Collateral.

3.

The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary and requested by Grantor to effect the release of the security interest contemplated hereby, at Grantor’s expense. The Administrative Agent hereby authorizes the Grantor or the Grantor’s authorized representative to record this Release with the United States Patent and Trademark Office.

4.

This Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and

the same agreement. Delivery by facsimile or by electronic .pdf copy of an executed counterpart of a signature page to this Release shall be effective as delivery of an original executed counterpart of this Release.

5.

This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

(Signature page follows)

IN WITNESS WHEREOF, Administrative Agent has caused this document to be executed on its behalf as of the date first written above.

CITIZENS BANK, N.A.

as Administrative Agent

By: 

Name: Danielle Leverone

Title: Vice President

Address: 28 State Street

Boston, Massachusetts 02109

Schedule A

Released IP Collateral

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Heritage Corporate Group, Inc.	4604735	