# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM775264

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks Recorded at Reel 5384, Frame 0672	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as collateral agent		12/19/2022	Bank: SWITZERLAND

## **RECEIVING PARTY DATA**

Name:	Goodpack USA, Inc.		
Street Address:	550 N. Commons Drive, Unit 106		
City:	Aurora		
State/Country:	ILLINOIS		
Postal Code:	60505		
Entity Type:	Corporation: VIRGINIA		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2784120	GOODPACK

## **CORRESPONDENCE DATA**

Fax Number:

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:** 2136207848

Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, Suite 2700 Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1901370-0002-S216	
NAME OF SUBMITTER:	Justine Lu	
SIGNATURE:	/Justine Lu/	
DATE SIGNED:	12/19/2022	

## **Total Attachments: 4**

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## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "<u>Termination and Release</u>"), dated as of December 19, 2022, is made by Credit Suisse AG, in its capacity as collateral agent (the "<u>Agent</u>"), in favor of Goodpack USA, Inc., a Virginia corporation (the "<u>Grantor</u>").

#### WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Grant of Security Interest in Trademark Rights, dated as of October 17, 2014 (the "IP Security Agreement"), the Grantor granted to the Agent a security interest in all of Grantor's right, title and interest in, to and under the Collateral (as defined in the IP Security Agreement), including but not limited to the trademark set forth on Schedule 1 hereto (collectively, the "Trademark Collateral");

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark office on October 21, 2014 at Reel/Frame 5384/0672;

WHEREAS, the Agent now desires to terminate and release the entirety of its security interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby agrees as follows:

- 1. <u>Definitions</u>. Capitalized terms not defined herein shall have the meanings set forth in the IP Security Agreement.
- 2. Release of Security Interest. The Agent, without representation, warranty or recourse, hereby terminates the IP Security Agreement and terminates, releases, relinquishes and discharges any and all security interest in, to and under the Trademark Collateral, and any right, title or interest of the Agent in, to and under such Trademark Collateral shall hereby cease and become void. To the extent required, the Agent reassigns to Grantor any and all right, title and interest of any nature whatsoever which it may hold in, to and under the Trademark Collateral. At the sole expense of Grantor, the Agent agrees to execute, acknowledge and deliver all such further instruments and documents and to take all such further actions necessary to evidence and carry out the purposes of this Termination and Release.
- 3. <u>Recordation</u>. The Agent authorizes the Grantor and its designees to record this Termination and Release with the United States Patent and Trademark Office or any other applicable governmental authority at the Grantor's expense.
- 4. <u>Counterparts</u>; <u>Electronic Communications</u>. This Termination and Release may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts shall be an original, but all of which shall together constitute one and the same instrument. The words "execution," "signed," "signature" and words of like import in this Termination and Release 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. This Termination and Release may be delivered by facsimile or other electronic transmission of the relevant signature pages hereof.

TRADEMARK REEL: 007924 FRAME: 0920 5. <u>Governing Law</u>. This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

2

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Trademarks by its duly authorized officer as of the date first above written.

# CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,

as Collateral Agent

By:

Name: William O'Daly
Title: Authorized Signatory

By:\_\_\_\_\_

Name: Nawshaer Safi
Title: Authorized Signatory

REEL: 007924 FRAME: 0922

# Schedule 1

## **TRADEMARKS**

Owner	Serial Number	Trademark Registration Number	Trademark
Goodpack USA, Inc.	76477789	2784120	GOODPACK

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**RECORDED: 12/19/2022** 

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