

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1204451

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GC Packaging, LLC		04/30/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	500 Stanton Christiana Road		
City:	Newark		
State/Country:	DELAWARE		
Postal Code:	19713		
Entity Type:	National Banking Association: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77377574	GC PACKAGING	
Serial Number:	76161968	GC	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	jess.bajada-bartlett@lw.com		
Correspondent Name:	Mrs. Jessica Bajada-Bartlett		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	045494-0448		
NAME OF SUBMITTER:	Jessica Bajada-Bartlett		
SIGNATURE:	Jessica Bajada-Bartlett		
DATE SIGNED:	05/01/2024		
Total Attachments: 5			
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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of April 30, 2024 (this “*Agreement*”), made by GC Packaging, LLC, a Delaware limited liability company (the “*Pledgor*”), in favor of JPMORGAN CHASE BANK, N.A., as collateral agent for the Secured Parties (together with its successors and assigns, in such capacity, the “*Collateral Agent*”).

Reference is made to the Collateral Agreement dated as of April 11, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”), among the Pledgor, the other pledgors party thereto and the Collateral Agent. 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 Collateral Agreement. All terms defined in the Uniform Commercial Code and not defined in this Agreement or the Collateral Agreement have the meanings specified therein. The rules of construction specified in Section 1.1(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Pledgor hereby assigns and pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of the Pledgor’s right, title and interest in, to and under any and all of the following assets and properties (whether now owned or hereafter acquired) (collectively, but excluding any Excluded Property, the “*IP Collateral*”):

all Trademarks of the United States of America, including those listed on Schedule I; *provided, however*, that the foregoing pledge, assignment and grant of security interest will not cover any Excluded Property, including, without limitation, any “intent-to-use” Trademark applications prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent that the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the Pledgor’s right, title or interest therein or in any Trademark issued as a result of such application under applicable federal law.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP 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 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall

constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, 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 5. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

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

GC PACKAGING, LLC

By: DocuSigned by:
Justin Sebastiano
DOB: 178ED7020480...
Name: Justin Sebastiano
Title: Treasurer


JPMORGAN CHASE BANK, N.A., as Collateral
Agent

By: 
Name: Joon Hur
Title: Executive Director

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by GC Packaging, LLC

U.S. Trademark Registrations and U.S. Trademark Applications

Owner	Mark Name	Application Number	Application Date	Registration Number	Registration Date	Country
GC Packaging, LLC	GC PACKAGING	77377574	Jan 22, 2008	3951170	Apr 26, 2011	USA
GC Packaging, LLC	GC (& Design) 	76161968	Nov 08, 2000	2490842	Sep 18, 2001	USA