

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526690

| | | | |
|-----------------------------------|-------------------------------------|-------------------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Ranpak Corp. | | 06/03/2019 | Corporation: OHIO |
| RECEIVING PARTY DATA | | | |
| Name: | Goldman Sachs Lending Partners LLC | | |
| Street Address: | 200 West Street | | |
| Internal Address: | Building 200 | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10282 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 27 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1937015 | PADPAK JR. | |
| Registration Number: | 2058679 | JUNIOR | |
| Registration Number: | 2139824 | | |
| Registration Number: | 1743855 | AUTOPAD | |
| Registration Number: | 1632318 | BECAUSE IT'S THE ONLY EARTH WE HAVE | |
| Registration Number: | 1974015 | PAD-N-PAK | |
| Registration Number: | 1281498 | PADPAK | |
| Registration Number: | 1308628 | PADPAK | |
| Registration Number: | 1938171 | RANPAK | |
| Registration Number: | 1827420 | RANPAK | |
| Registration Number: | 1906304 | RANPAK | |
| Registration Number: | 1667638 | | |
| Registration Number: | 1755275 | | |
| Registration Number: | 3319776 | ACCUFILL | |
| Registration Number: | 3093937 | FILLPAK TT | |
| Registration Number: | 3366688 | PAPERSTAR | |
| Registration Number: | 3790614 | WRAPPAK | |
| Registration Number: | 4002548 | FILLPAK | |

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| Property Type | Number | Word Mark |
|----------------------|----------|-----------------------------------|
| Registration Number: | 2643515 | GEAMI |
| Registration Number: | 4493306 | GREENWRAP READY ROLL |
| Registration Number: | 4493305 | GREENWRAP READY ROLL |
| Registration Number: | 4314878 | EXBOX |
| Registration Number: | 4837101 | GREENFILL |
| Registration Number: | 5151490 | PAPER IN PLACE |
| Registration Number: | 5312227 | GREENLINE |
| Registration Number: | 4263708 | GEAMI PACKAGING WITH A CONSCIENCE |
| Serial Number: | 88286076 | PADPAK GUARDIAN |

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: 2128598000
Email: teas@friedfrank.com
Correspondent Name: Daniel Stern c/o Fried Frank et al
Address Line 1: One New York Plaza
Address Line 4: New York, NEW YORK 10004

| | |
|--------------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 2278-5534 |
| NAME OF SUBMITTER: | Daniel Stern |
| SIGNATURE: | /s/Daniel Stern |
| DATE SIGNED: | 06/06/2019 |

Total Attachments: 11

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT is entered into as of June 3, 2019, (this “**Agreement**”), among Ranpak Corp., an Ohio corporation (the “**Grantor**”) and Goldman Sachs Lending Partners LLC, as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain U.S. First Lien Pledge and Security Agreement, dated as of June 3, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The First Lien Lenders (as defined in the Security Agreement) have extended credit to Ranger Packaging LLC, a Delaware limited liability company (the “**Initial U.S. Borrower**”) and Ranpak B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) under the laws of the Netherlands (the “**Initial Dutch Borrower**”), subject to the terms and conditions set forth in that certain First Lien Credit Agreement dated as of June 3, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “**First Lien Credit Agreement**”), by and among the Initial U.S. Borrower, Ranger Pledgor LLC, a Delaware limited liability company (“**Initial Holdings**”), the Initial Dutch Borrower, the lenders and issuing banks from time to time party thereto, and Goldman Sachs Lending Partners LLC, in its capacities as administrative agent and collateral agent for the First Lien Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien 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.

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, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable 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 assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;
- C. all assets, rights and interests that uniquely reflect or embody the Trademarks;
- D. the right to sue third parties for past, present and future infringements, dilutions or violations of any Trademark; and
- E. all proceeds of and rights associated with the foregoing;

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

Notwithstanding anything to the contrary in (A) through (E) above, this Agreement shall not constitute a grant of a security interest in any Excluded Assets, including any “intent-to-use” Trademark

applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto.

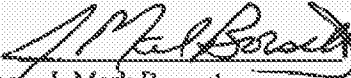
SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark 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 shall be governed by, and construed in accordance with, 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.

RANPAK CORP.

By: 

Name: J. Mark Borseth

Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006663 FRAME: 0720

GOLDMAN SACHS LENDING PARTNERS LLC
as Collateral Agent

By: 

Name:

Title:

Charles D. Johnston
Authorized Signatory

SCHEDULE I

TRADEMARKS

| TRADEMARK | REGISTRATION NUMBER | REGISTERED OWNER |
|--|----------------------------|-------------------------|
| PADPAK JR. | 1,937,015 | Ranpak Corp. |
| JUNIOR | 2,058,679 | Ranpak Corp. |
| BLUE PRODUCT COLOR | 2,139,824 | Ranpak Corp. |
| AUTOPAD | 1,743,855 | Ranpak Corp. |
| BECAUSE IT'S THE ONLY EARTH WE HAVE | 1,632,318 | Ranpak Corp. |
| PAD-N-PAK | 1,974,015 | Ranpak Corp. |
| PADPAK | 1,281,498 | Ranpak Corp. |
| PADPAK | 1,308,628 | Ranpak Corp. |
| RANPAK (SERVICES) | 1,938,171 | Ranpak Corp. |
| RANPAK | 1,827,420 | Ranpak Corp. |
| RANPAK | 1,906,304 | Ranpak Corp. |
| STYLIZED TREE | 1,667,638 | Ranpak Corp. |
| STYLIZED TREE | 1,755,275 | Ranpak Corp. |
| ACCUFILL | 3,319,776 | Ranpak Corp. |
| FillPak TT | 3,093,937 | Ranpak Corp. |
| PAPERSTAR | 3,366,688 | Ranpak Corp. |
| WRAPPAK | 3,790,614 | Ranpak Corp. |
| FILLPAK | 4,002,548 | Ranpak Corp. |
| GEAMI | 2,643,515 | Ranpak Corp. |

Schedule I

| TRADEMARK | REGISTRATION NUMBER | REGISTERED OWNER |
|--------------------------------------|----------------------------|-------------------------|
| GREENWRAP READY ROLL | 4,493,306 | Ranpak Corp. |
| GREENWRAP READY ROLL & Design | 4,493,305 | Ranpak Corp. |
| EXBOX | 4,314,878 | Ranpak Corp. |
| GREENFILL | 4,837,101 | Ranpak Corp. |
| PAPER IN PLACE | 5,151,490 | Ranpak Corp. |
| GREENLINE | 5,312,227 | Ranpak Corp. |
| GEAMI PACKAGING WITH A CONSCIENCE | 4263708 | Ranpak Corp. |

TRADEMARKS APPLICATIONS

| TRADEMARK | APPLICATION NO. | APPLICANT |
|------------------|------------------------|------------------|
| PADPAK GUARDIAN | 88/286,076 | Ranpak Corp. |

EXHIBIT A

[FORM OF]
FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT is entered into as of [●][●], 20[●], this “Trademark Security Agreement Supplement”), among [●] ([each, a][the] “Grantor”) and Goldman Sachs Lending Partners LLC, as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to that certain U.S. First Lien Pledge and Security Agreement, dated as of June 3, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The First Lien Lenders (as defined in the Security Agreement) have extended credit to Ranger Packaging LLC, a Delaware limited liability company (the “**Initial U.S. Borrower**”) and Ranpak B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) under the laws of the Netherlands (the “**Initial Dutch Borrower**”), subject to the terms and conditions set forth in that certain First Lien Credit Agreement dated as of June 3, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “**First Lien Credit Agreement**”), by and among Initial U.S. Borrower, Ranger Pledgor LLC, a Delaware limited liability company (“**Initial Holdings**”), the Initial Dutch Borrower, the lenders and issuing banks from time to time party thereto, and Goldman Sachs Lending Partners LLC, in its capacities as administrative agent and collateral agent for the First Lien Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit Agreement, the [Grantor][Grantors] and the Collateral Agent have entered into that certain First Lien Trademark Security Agreement, dated as of June 3, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Trademark Security Agreement**”). Under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties as security interest in the Additional Trademark Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Trademark Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Trademark Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

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, [each][the] Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable 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 assets, whether now owned or at any time hereafter acquired by or arising in favor of the [such][the] Grantor and regardless of where located (collectively, the “**Additional Trademark Collateral**”):

- A. the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by such Trademark registrations and registration applications;

Exhibit A

C. all assets, rights and interests that uniquely reflect or embody such Trademark registrations and registration applications;

D. the right to sue third parties for past, present and future infringements, dilutions or violations of such Trademark registrations and registration applications; and

E. all proceeds of and rights associated with the foregoing;

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

Notwithstanding anything to the contrary in (A) through (E) above, this Trademark Security Agreement Supplement shall not constitute a grant of a security interest in any Excluded Assets, including any "intent-to-use" Trademark applications prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto.

SECTION 3. *Security 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 Security Agreement. [Each][The] Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional Trademark 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 Trademark Security Agreement Supplement and the Security Agreement, the terms of the US Security Agreement shall govern.

SECTION 4. *Governing Law.* This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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

[●]

By: _____
Name: [●]
Title: [●]

Exhibit A

GOLDMAN SACHS LENDING PARTNERS LLC
as Collateral Agent

By: _____
Name:
Title:

Exhibit A

SCHEDULE I

TRADEMARKS

| REGISTERED OWNER | REGISTRATION NUMBER | TRADEMARK |
|------------------|---------------------|-----------|
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TRADEMARKS APPLICATIONS

| APPLICANT | APPLICATION NO. | TRADEMARK |
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