

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681021

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FABRI-KAL LLC		10/13/2021	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon, as Collateral Agent		
Street Address:	240 Greenwich St., Floor 7 East		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2056998	FK	
Registration Number:	2054619	FABRI-KAL	
Registration Number:	2123562	PRO-KAL	
Registration Number:	2116230	KAL-CLEAR	
Registration Number:	3865066	FK EXPERIENCE	
Registration Number:	3979588	EXPERIENCE A BETTER PACKAGE	
Registration Number:	3021945	GREENWARE	
Registration Number:	5531127	SIDEKICKS	
Registration Number:	5393063	NUWARE	
Registration Number:	5575254	NEXCLEAR	
Registration Number:	6086749	TRUWARE	
Registration Number:	6373692	RECYCLEWARE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		

OP \$315.00 2056998

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER: 1498934 TM

NAME OF SUBMITTER: Tarangana Thapa

SIGNATURE: /Tarangana Thapa/

DATE SIGNED: 10/14/2021

Total Attachments: 6

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT dated as of October 13, 2021 (this "Agreement"), by Fabri-Kal LLC (the "U.S. Grantor") and The Bank of New York Mellon, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Collateral Agreement dated as of November 5, 2009 (as amended, restructured, renewed, novated, supplemented, restated, replaced or otherwise modified from time to time, the "Collateral Agreement"), among Pactiv Evergreen Inc. (formerly Reynolds Group Holdings Limited), Pactiv Evergreen Group Holdings Inc (formerly Reynolds Group Holdings Inc.), Pactiv Evergreen Group Issuer LLC (formerly Reynolds Group Issuer LLC), Pactiv Evergreen Group Issuer Inc (formerly Reynolds Group Issuer Inc.), each Subsidiary of Holdings (as defined therein) from time to time party thereto and the Collateral Agent, (b) the Fourth Amended and Restated Credit Agreement dated as of August 5, 2016, (as amended by that certain Amendment No. 11 dated as of October 4, 2016, that certain Incremental Assumption Agreement dated as of October 7, 2016, that certain Incremental Assumption Agreement dated as of February 7, 2017, that certain Amendment No. 12 dated as of August 4, 2020, that certain Specified Refinancing Amendment and Amendment No. 13 dated as of October 1, 2020 and that certain Specified Refinancing and Incremental Amendment (Amendment No. 14) dated as of September 24, 2021 (and as further amended, extended, restructured, renewed, novated, supplemented, restated, refunded, replaced or otherwise modified from time to time, the "Credit Agreement"), among Pactiv Evergreen Group Holdings Inc. (formerly Reynolds Group Holdings Inc.), Pactiv LLC and Evergreen Packaging LLC (formerly Evergreen Packaging Inc.) (the "Borrowers"), Pactiv Evergreen Inc. (formerly Reynolds Group Holdings Limited) ("Holdings"), the other Guarantors (as defined therein) (together with Holdings, the "Guarantors"), the lenders from time to time party thereto (the "Lenders") and Credit Suisse AG, Cayman Islands Branch, as administrative agent, (c) the Indenture dated as of October 1, 2020 (as amended, extended, restructured, renewed, refunded, novated, supplemented, restated, replaced or otherwise modified from time to time, the "4.000% Senior Secured Notes Indenture"), by and among Pactiv Evergreen Group Issuer LLC (formerly Reynolds Group Issuer LLC), Pactiv Evergreen Group Issuer Inc. (formerly Reynolds Group Issuer Inc), (the "Issuers"), the Guarantors party thereto from time to time, Wilmington Trust, National Association, as trustee (the "Trustee") and the Collateral Agent and (d) the Indenture dated as of September 24, 2021 (as amended, extended, restructured, renewed, refunded, novated, supplemented, restated, replaced or otherwise modified from time to time, the "4.375% Senior Secured Notes Indenture"), by and among the Issuers, the Guarantors party thereto from time to time, the Trustee and the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers pursuant to, and upon the terms and conditions specified in, the Credit Agreement. The Senior Secured Note Holders have agreed to extend credit to the Issuers in the form of their Notes pursuant to, and upon the terms and conditions specified in, the 4.000% Senior Secured Notes Indenture and the 4.375% Senior Secured Notes Indenture. The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified pursuant to the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. The U.S. Grantor hereby assigns and pledges to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a Security Interest in all of the U.S. Grantor's right, title or interest in, to and under all of the Trademarks of the U.S. Grantor (including those listed on Schedule I hereto) now owned or at any time hereafter acquired by such U.S. Grantor or in which the U.S. Grantor now has or at any time in the future may acquire any right, title or interest as security for the payment or performance, as the case may be, in full of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the parties hereto for the purpose of recording the grant of the Security Interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions set forth in the Collateral Agreement.

SECTION 4. Collateral Agreement. The U.S. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademarks 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 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. Execution may be by a manual, facsimile or electronic signature, provided that any electronic signature is a true representation of the signer's actual signature. Delivery of an executed signature page to this Agreement by facsimile transmission or other customary means of electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

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

FABRI-KAL LLC

By: Chandra Mitchell
Name: Chandra Mitchell
Title: Vice President, General Counsel and Secretary

THE BANK OF NEW YORK MELLON,
as Collateral Agent

By:  _____

Name: Leslie Morales
Title: Vice President

Schedule I

Trademarks and Trademark
Applications¹

Mark	Country	Owner	Serial No.	Filing Date	Reg. No.	Reg. Date
FK & design 	US	Fabri-Kal LLC (f/k/a Fabri-Kal Corporation)	75/051,623	2/1/96	2,056,998	4/29/97
FABRI-KAL	US	Fabri-Kal LLC (f/k/a Fabri-Kal Corporation)	75/061,695	2/1/96	2,054,619	4/22/97
PRO-KAL Pro-Kal	US	Fabri-Kal LLC (f/k/a Fabri-Kal Corporation)	75/207,722	12/4/96	2,123,562	12/23/97
KAL-CLEAR	US	Fabri-Kal LLC (f/k/a Fabri-Kal Corporation)	75/207,720	12/4/96	2,116,230	11/25/97
FK EXPERIENCE	US	Fabri-Kal LLC (f/k/a Fabri-Kal Corporation)	77/595,305	10/17/08	3,865,066	10/19/10
EXPERIENCE A BETTER PACKAGE	US	Fabri-Kal LLC (f/k/a Fabri-Kal Corporation)	85/108,975	8/17/10	3,979,588	6/14/2011
GREENWARE	US	Fabri-Kal LLC (f/k/a Fabri-Kal Corporation)	78/380,768	3/9/04	3,021,945	11/29/05
SIDEKICKS	US	Fabri-Kal LLC (f/k/a Fabri-Kal Corporation)	87/323,728	2/3/17	5,531,127	7/31/2018
NUWARE	US	Fabri-Kal LLC (f/k/a Fabri-Kal Corporation)	87/451,481	5/16/17	5,393,063	1/30/2018
NEXCLEAR	US	Fabri-Kal LLC (f/k/a Fabri-Kal Corporation)	87/808,872	2/23/18	5,575,254	10/2/2018
TRUWARE	US	Fabri-Kal LLC (f/k/a Fabri-Kal Corporation)	88/400,971	4/24/19	6,086,749	6/23/2020

¹ Chain of title update from Fabri-Kal Corporation (current owner) to Fabri-Kal LLC to occur post-closing.

Mark	Country	Owner	Serial No.	Filing Date	Reg. No.	Reg. Date
RECYCLEWARE	US	Fabri-Kal LLC (f/k/a Fabri-Kal Corporation)	88/610,895	9/10/19	6,373,692	06/01/2021

#95028189v6

RECORDED: 10/14/2021

TRADEMARK
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