

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM713910

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DTM Massman, LLC		03/11/2022	Limited Liability Company: MINNESOTA
Ideal-Pak Massman, LLC		03/11/2022	Limited Liability Company: MINNESOTA
New England Machinery, Inc.		03/11/2022	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S. Dearborn, Floor L2		
Internal Address:	Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4070617	IDEAL-PAK	
Registration Number:	4070614	IDEAL-PAK	
Registration Number:	3186910	NEUPAK DIVISION	
Registration Number:	3186907	NEUPAK	
Registration Number:	1189140	IDEAL	
Registration Number:	4226469	PUREFIL	
Registration Number:	6444077	NEW ENGLAND MACHINERY	
Registration Number:	6318494	NEM	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<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:	612-766-6911		
Email:	susan.carlson@faegredrinker.com		
Correspondent Name:	Susan Carlson, Faegre Drinker Biddle		

OP \$215.00 4070617

Address Line 1: 90 S 7th St Ste 2200
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson
SIGNATURE:	/e/ Susan Carlson
DATE SIGNED:	03/11/2022

Total Attachments: 6
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement is made as of March 11, 2022 by and among the parties listed on the signature pages hereof as Debtors (the “**Debtors**”), and JPMorgan Chase Bank, N.A., a national banking association, as administrative agent (in such capacity, the “**Administrative Agent**”) for the Secured Parties, as defined in the Credit Agreement described below.

Pursuant to a Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) among the Debtors, other Loan Parties (as defined therein) from time to time party thereto, the Lenders (as defined therein) from time to time party thereto and the Administrative Agent, the Lenders have agreed to make advances and grant certain other financial accommodations to one or more of the Debtors.

As a condition to making any advance under the Credit Agreement, the Lenders required the execution and delivery by the Debtors and certain affiliates of the Debtors of a Pledge and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which the Debtors and certain affiliates of the Debtors granted to the Administrative Agent a security interest in substantially all of the Debtors’ and such affiliates’ personal property.

Pursuant to the Security Agreement, the Debtors are required to execute and deliver this Agreement to the Administrative Agent.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement, the Security Agreement and this Agreement, the parties hereby agree as follows:

1. **Definitions.**

Terms defined in or pursuant to the Security Agreement and not otherwise defined herein shall have the meanings given them in or pursuant to the Security Agreement. In addition, the following terms have the meanings set forth below:

“**Patent**” means any patent or application for patent.

“**Patent and Trademark Collateral**” means all right, title and interest of each Debtor in and to the following, in each case whether now existing or hereafter acquired or arising:

- (i) All Patents, including the Specified Patents.
- (ii) All Trademarks, including the Specified Trademarks
- (iii) All accounts and other rights to payment (including but not limited to payments of royalties) arising from or relating to any Patent or Trademark.
- (iv) All rights to recover for all past, present, and future infringements, dilutions, pre-issuance recoveries and other violations of Patents and Trademarks.
- (v) All present and future license agreements with respect to the Patents and Trademarks.
- (vi) All proceeds of any and all of the foregoing.

“**Specified Patent**” means each of the Patents listed on Schedule A, together with all continuations, continuations-in-part, divisions, foreign counterparts, reissues, reexaminations, renewals and extensions thereof.

“**Specified Trademark**” means each of the Trademarks listed on Schedule B, together with all divisions, foreign counterparts, renewals and extensions thereof.

“**Trademark**” means any trademark, service mark, collective membership mark, and registration or application for registration of any trademark, service mark or collective membership mark, together with the goodwill associated therewith.

2. Grant of Security Interest.

In order to secure the Secured Obligations (as defined in the Credit Agreement), each Debtor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably grant and create) a security interest in the Patent and Trademark Collateral to the Administrative Agent.

3. Representations and Warranties.

Each Debtor represents and warrants that such Debtor owns each of the Specified Patents and Specified Trademarks indicated with respect to such Debtor on Schedules A and B, respectively, free and clear of any Lien other than Liens permitted under the Loan Documents.

4. General Rights and Obligations.

Except as expressly set forth herein, the rights and obligations of the Debtors and the Administrative Agent with respect to the Patent and Trademark Collateral shall in all respects be governed by the Credit Agreement and the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein.

5. Continuing Effect.

This Agreement and the Administrative Agent’s security interest in the Patent and Trademark Collateral shall continue in full force and effect until Payment in Full (as defined in the Credit Agreement).

6. Counterparts.


This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Signature pages follow.

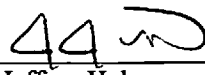
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DEBTORS:

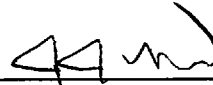
DTM MASSMAN, LLC

By: 
Name: Jeffrey Hohn
Title: President and Chief Executive Officer

IDEAL-PAK MASSMAN, LLC

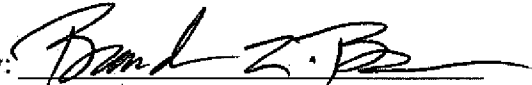
By: 
Name: Jeffrey Hohn
Title: President and Chief Executive Officer

NEW ENGLAND MACHINERY, INC.

By: 
Name: Jeffrey Hohn
Title: President and Chief Executive Officer

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Brandon Brauer
Title: Authorized Officer

Schedule A
PATENTS AND PATENT APPLICATIONS

Country	Registered Owner	Patent Name	Registration / Application Date	Registration / Application Number
U.S.A	New England Machinery, Inc.	Container unscrambler system having adjustable track	9/22/2009	7591367
U.S.A	New England Machinery, Inc.	Container unscrambler system having adjustable track and method	9/18/2007	7270229
U.S.A	New England Machinery, Inc.	Adjustable guide chute and method for processing containers	5/11/2006	7219794
U.S.A	Ideal-Pak Massman, LLC	Fluid filling system with fill time optimization	11/21/2000	6148877

Schedule B
TRADEMARKS AND TRADEMARK APPLICATIONS

Country	Registered Owner	Trademark Description	Application Date	Application Number	Registration Date	Registration Number
U.S.A	Ideal-Pak Massman, LLC	IDEAL-PAK (stylized)	5/9/2011	85315792	12/13/2011	4070617
U.S.A	Ideal-Pak Massman, LLC	IDEAL-PAK	5/9/2011	85315766	12/13/2011	4070614
U.S.A	Ideal-Pak Massman, LLC	NEUPAK DIVISION	2/6/2006	78807734	12/19/2006	3186910
U.S.A	Ideal-Pak Massman, LLC	NEUPAK	2/6/2006	78807712	12/19/2006	3186907
U.S.A	Ideal-Pak Massman, LLC	IDEAL	3/2/1981	73299392	2/9/1982	1189140
U.S.A	DTM Massman, LLC	PUREFIL	2/8/2011	85236549	10/16/2012	4226469
U.S.A	New England Machinery, Inc.	NEW ENGLAND MACHINERY	3/20/2020	88841756	8/10/2021	6444077
U.S.A	New England Machinery, Inc.	NEM	4/16/2020	88874848	4/13/2021	6318494