

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM786692

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BWAY Corporation		02/10/2023	Corporation: DELAWARE
Industrial Container Services, LLC		02/10/2023	Limited Liability Company: DELAWARE
Mauser USA, LLC		02/10/2023	Limited Liability Company: DELAWARE
North America Packaging Corporation		02/10/2023	Corporation: DELAWARE
Questar Solutions, LLC		02/10/2023	Limited Liability Company: DELAWARE
Ropak Corporation		02/10/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon Trust Company, N.A., as Collateral Agent
Street Address:	10161 Centurion Parkway North, 2nd Floor
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32256
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	1187664	ROPAK
Registration Number:	1325859	DELEX
Registration Number:	1378118	QUALITY-PAK
Registration Number:	1739416	NAMPAC
Registration Number:	1778648	MONOTOP
Registration Number:	2065386	EZ COVER
Registration Number:	2101783	EZ STOR
Registration Number:	2200098	BWAY
Registration Number:	2819362	DELCON
Registration Number:	2819363	DELDRUM
Registration Number:	2819364	DEL-LOC EXTRA
Registration Number:	3603695	SOLID SEAL

TRADEMARK

REEL: 007969 FRAME: 0099

900750123

OP \$590.00 1187664

Property Type	Number	Word Mark
Registration Number:	3762773	B
Registration Number:	3234094	EZ GRIP
Registration Number:	2809335	ROPAK PACKAGING
Registration Number:	3124170	RING PULL
Registration Number:	2753054	MONOTOP
Registration Number:	2968544	ARMLOK II
Registration Number:	5332455	ICS INDUSTRIAL CONTAINER SERVICES
Registration Number:	5153908	SOLUTIONS TO CONTAIN YOUR WORLD
Registration Number:	5140135	ICS QUALITY + PLUS
Registration Number:	5743749	QUESTAR
Registration Number:	5748942	QUESTAR

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	02/14/2023

Total Attachments: 10

- source=52a. Mauser Exchange - Trademark Security Agreement#page1.tif
- source=52a. Mauser Exchange - Trademark Security Agreement#page2.tif
- source=52a. Mauser Exchange - Trademark Security Agreement#page3.tif
- source=52a. Mauser Exchange - Trademark Security Agreement#page4.tif
- source=52a. Mauser Exchange - Trademark Security Agreement#page5.tif
- source=52a. Mauser Exchange - Trademark Security Agreement#page6.tif
- source=52a. Mauser Exchange - Trademark Security Agreement#page7.tif
- source=52a. Mauser Exchange - Trademark Security Agreement#page8.tif
- source=52a. Mauser Exchange - Trademark Security Agreement#page9.tif
- source=52a. Mauser Exchange - Trademark Security Agreement#page10.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. BWAY Corporation
Corporation - Delaware, USA
- 2. Industrial Container Services, LLC
Limited Liability Company - Delaware, USA
- 3. Mauser USA, LLC
Limited Liability Company - Delaware, USA
- 4. North America Packaging Corporation
Corporation - Delaware, USA
- 5. Questar Solutions, LLC
Limited Liability Company - Delaware, USA
- 6. Ropak Corporation
Corporation - Delaware, USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 10, 2023

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: The Bank of New York Mellon Trust Company, N.A.,
as Collateral Agent

Street Address: 10161 Centurion Parkway North, 2nd Floor

City: Jacksonville

State: FL

Country: USA Zip: 32256

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

see attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Mauser (08061.2461 XO 2L)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

23

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Doris Ka

Signature

February 10, 2023

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, each of (i) BWAY Corporation, a Delaware corporation (“BWAY”) with principal offices at 1515 W. 22nd Street, Suite 1100, Oak Brook, IL 60523, (ii) North America Packaging Corporation, a Delaware corporation (“NAPC”) with principal offices at 1515 W. 22nd Street, Suite 1100, Oak Brook, IL 60523, (iii) Ropak Corporation, a Delaware corporation (“Ropak”) with principal offices at 1515 W. 22nd Street, Suite 1100, Oak Brook, IL 60523, (iv) Mauser USA, LLC, a Delaware limited liability company (“Mauser”) with principal offices at 1515 W. 22nd Street, Suite 1100, Oak Brook, IL 60523, (v) Industrial Container Services, LLC, a Delaware limited liability company (“ICS”) with principal offices at 1515 W. 22nd Street, Suite 1100, Oak Brook, IL 60523, and (vi) Questar Solutions, LLC, a Delaware limited liability company (“Questar”; together with BWAY, NAPC, Ropak, Mauser and ICS, the “Grantors” and each a “Grantor”) with designated offices at 1515 W. 22nd Street, Suite 1100, Oak Brook, IL 60523, hereby pledges and grants to The Bank of New York Mellon Trust Company, N.A., as Collateral Agent, with principal offices at 10161 Centurion Parkway North, 2nd Floor, Jacksonville, Florida 32256 (the “Grantee”), for the benefit of the Secured Parties (as such term is defined in the Second Lien Security Agreement referred to below), a continuing security interest in all of the right, title and interest of such Grantor in, to and under (i) the United States trademarks, trademark registrations and trademark applications (the “Marks”) set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Second Lien Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof (prior to the Termination Date (as defined in the Second Lien Security Agreement)) for infringement of any of the Marks or unfair competition regarding the same (collectively, the “Mark Collateral”).

THIS GRANT is made to secure the prompt and complete payment and performance when due of all the Obligations of the Grantors, as such term is defined in the Second Lien Security

Agreement among the Grantors, the other Grantors from time to time party thereto and the Grantee, dated as of February 10, 2023 (as amended, modified, restated and/or supplemented from time to time, the “Second Lien Security Agreement”). Upon the occurrence of the Termination Date (as defined in the Second Lien Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantors an instrument in writing releasing the security interest in the Mark Collateral acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Second Lien Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Second Lien Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall govern.


This Grant is subject to the terms and conditions set forth in the First Lien/Second Lien Intercreditor Agreement (as defined in the Second Lien Security Agreement) in all respects and, in the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and this Grant, the terms of First Lien/Second Lien Intercreditor Agreement shall govern.

The Grantee makes no representations as to the validity or sufficiency of this Grant.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 10th day
of February, 2023.

BWAY CORPORATION
NORTH AMERICA PACKAGING CORPORATION
ROPAK CORPORATION
MAUSER USA, LLC
INDUSTRIAL CONTAINER SERVICES, LLC
QUESTAR SOLUTIONS, LLC, as Grantors

By: 
Name: Nils Stenger
Title: Treasurer

The Bank of New York Mellon Trust Company, N.A., as
Collateral Agent and Grantee

By: Mary Jo Wagener
Name: Mary Jo Wagener
Title: Vice President

[Mauser Exchange – Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 007969 FRAME: 0105

SCHEDULE A

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner Name
ROPAK	73181997	8/14/1978	1187664	1/26/1982	Ropak Corporation
DELEX	73429970	6/13/1983	1325859	3/19/1985	Mauser USA, LLC
QUALITY-PAK & Design	73518680	1/22/1985	1378118	1/14/1986	Ropak Corporation
NAMPAC	74079242	7/16/1990	1739416	12/15/1992	North America Packaging Corp.
MONOTOP	74285666	6/17/1992	1778648	6/29/1993	BWAY Corporation

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner Name
EZ COVER	74525664	5/17/1994	2065386	5/27/1997	Ropak Corporation
EZ STOR	74535301	6/9/1994	2101783	9/30/1997	Ropak Corporation
BWAY	75023309	11/22/1995	2200098	10/27/1998	BWAY Corporation
DELCON	76504704	4/4/2003	2819362	3/2/2004	Mauser USA, LLC
DELDRUM	76504705	4/4/2003	2819363	3/2/2004	Mauser USA, LLC

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner Name
DEL-LOC EXTRA	76504706	4/4/2003	2819364	3/2/2004	Mauser USA, LLC
SOLID SEAL	77342629	12/3/2007	3603695	4/7/2009	Mauser USA, LLC
B & Design	77790800	7/28/2009	3762773	3/23/2010	BWAY Corporation
EZ GRIP	78045924	1/31/2001	3234094	4/24/2007	Ropak Corporation
ROPAK PACKAGING	78099386	12/20/2001	2809335	1/27/2004	Ropak Corporation

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner Name
RING PULL	78099391	12/20/2001	3124170	8/1/2006	Ropak Corporation
MONOTOP	78142408	7/9/2002	2753054	8/19/2003	BWAY Corporation
ARMLOK II	78291730	8/25/2003	2968544	7/12/2005	BWAY Corporation
ICS INDUSTRIAL CONTAINER SERVICES & Design	86866406	1/5/2016	5332455	11/14/2017	Industrial Container Services, LLC
SOLUTIONS TO CONTAIN YOUR WORLD	86866408	1/5/2016	5153908	3/7/2017	Industrial Container Services, LLC
ICS QUALITY + PLUS & Design	86866409	1/5/2016	5140135	2/14/2017	Industrial Container Services, LLC

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner Name
QUESTAR & Design	88026907	7/5/2018	5743749	5/7/2019	Questar Solutions, LLC
QUESTAR	88026916	7/5/2018	5748942	5/14/2019	Questar Solutions, LLC