## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM788740

| SUBMISSION TYPE:      | RESUBMISSION       |
|-----------------------|--------------------|
| NATURE OF CONVEYANCE: | Security Agreement |
| RESUBMIT DOCUMENT ID: | 900749567          |

#### **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:<br>DELAWARE |
| Mauser USA, LLC                        |          | 02/10/2023     | Limited Liability Company:<br>DELAWARE |
| North America Packaging<br>Corporation |          | 02/10/2023     | Corporation: DELAWARE                  |
| Questar Solutions, LLC                 |          | 02/10/2023     | Limited Liability Company:<br>DELAWARE |
| Ropak Corporation                      |          | 02/10/2023     | Corporation: DELAWARE                  |

#### **RECEIVING PARTY DATA**

| Name:           | Bank of America, N.A., as Collateral Agent |  |  |
|-----------------|--|--|--|
| Street Address: | One Bryant Park                            |  |  |
| City:           | New York                                   |  |  |
| State/Country:  | NEW YORK                                   |  |  |
| Postal Code:    | 10036                                      |  |  |
| Entity Type:    | National Association: 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 |
|                      |         | TRADEMARK ——  |

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| Property Type        | Number  | Word Mark                         |
|----------------------|---------|-----------------------------------|
| Registration Number: | 3603695 | SOLID SEAL                        |
| Registration Number: | 3762773 | В                                 |
| 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:       | 02/22/2023 |

#### **Total Attachments: 9**

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# 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? | Additional names, addresses, or citizenship attached?  No Name: Bank of America, N.A., as Collateral Agent  Street Address: One Bryant Park  City: New York  State: NY  Country: USA  Individual(s) Citizenship    |  |  |  |  |
| <ul><li>☐ Assignment</li><li>☐ Merger</li><li>☐ Change of Name</li><li>☐ Other</li></ul>   | Corporation CitizenshipUSA    Citizenship  |  |  |  |  |
| A. Trademark Application No.(s) Text   | and identification or description of the Trademark.  B. Trademark Registration No.(s) see attached Schedule A  Additional sheet(s) attached? X Yes No ling Date if Application or Registration Number is unknown): |  |  |  |  |
| 5. Name & address of party to whom corresponder concerning document should be mailed:  Name: Doris Ka - Senior Paralegal (Intellectual Property)   | 6. Total number of applications and registrations involved:  |  |  |  |  |
| Internal Address: Cahill Gordon & Reindel LLP  | 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$  |  |  |  |  |
| Street Address: 32 Old Slip  | Authorized to be charged to deposit account  Enclosed  |  |  |  |  |
| City: New York   | 8. Payment Information:  |  |  |  |  |
| State: NY Zip: 10005   |  |  |  |  |  |
| Phone Number: (212) 701-3569   | Deposit Account Number   |  |  |  |  |
| Docket Number: Mauser (08061.2461)   | Authorized User Name   |  |  |  |  |
| Email Address: dka@cahill.com  | Authorized Oser Name   |  |  |  |  |
| 9. Signature: Doris Ka   | February 10, 2023  |  |  |  |  |
| Signature<br>Doris Ka  | Date  Total number of pages including cover  |  |  |  |  |
| Name of Person Signing   | sheet, attachments, and document:  |  |  |  |  |

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 Person listed on the signature pages hereof, (each a "Grantor" and collectively, the "Grantors") with principal offices at 1515 W. 22nd Street, Suite 1100, Oak Brook, IL 60523, hereby pledge and grant to Bank of America, N.A., as Collateral Agent, with principal offices at One Bryant Park, New York, NY 10036, (the "Grantee"), for the benefit of the Priority Payment Secured Creditors and the Non-Priority Payment Secured Creditors, 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 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) 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 each Grantor, as such term is defined in the Amended and Restated Security Agreement among each Grantor, 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 "Security Agreement"; capitalized terms used herein but not defined having the meanings assigned therein). Upon the occurrence of the Termination Date, 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 interests granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the 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 Security Agreement, the provisions of the Security Agreement shall govern.

This Grant may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Grant. The provisions of Section 13.23 of the Credit Agreement are incorporated herein, *mutatis mutandis*.

This Grant is subject to the terms and conditions set forth in the Intercreditor Agreements in all respects and, in the event of any conflict between the terms of the Intercreditor Agreements and this Grant, the terms of Intercreditor Agreements shall govern.

[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.

| Ropak Corporation, as a Grantor                  |      |
|--|------|
| ву:  |      |
| Name: Nils Stenger                               |      |
| Title: Treasurer                                 |      |
| Mauser USA, LLC, as a Grantor                    |      |
| 114.   |      |
| By: ************************************         |      |
| Name: Nils Stenger Title: Treasurer              |      |
| North America Packaging Corporation, as a Gra-   | ntor |
| Λ <b>Ι ( )</b>                                   |      |
| Ву:  |      |
| Name: Nils Stenger                               |      |
| Title: Treasurer                                 |      |
| BWAY Corporation, as a Grantor                   |      |
| n N. Mark  |      |
| By: Name: Nils Stenger                           |      |
| Title: Treasurer                                 |      |
| Libraria Cantina Canina II Cana Canta            |      |
| Industrial Container Services, LLC, as a Grantor |      |
| ву:  |      |
| Name: Nils Stenger                               |      |
| Title: Treasurer                                 |      |
| Questar Solutions, LLC, as a Grantor             |      |
| NV.  |      |
| Ву:  |      |
| Name: Nils Stenger                               |      |
| Title: Treasurer                                 |      |

[Mauser - Signature Page to Trademark Security Agreement]

Bank of America, N.A., as Collateral Agent and Grantee

Name: Angela Berry
Title: Assistant Vice President

**REEL: 007977 FRAME: 0457** 

### SCHEDULE A

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

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

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

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

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

**RECORDED: 02/10/2023**