

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468420

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Crown Packaging Technology, Inc.		04/03/2018	Corporation: DELAWARE
Signode Industrial Group LLC		04/03/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch, as Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 72

Property Type	Number	Word Mark
Registration Number:	2086384	ABC'S
Registration Number:	1947844	ACME
Registration Number:	5248966	ACME PACKAGING
Registration Number:	2060027	AERGUARD
Registration Number:	1664047	AIRHEAD
Registration Number:	1201092	ANGLEBOARD
Registration Number:	847049	ANGLEBOARD
Registration Number:	2325451	ANGLEWRAP
Registration Number:	4647299	BIG FOOT
Registration Number:	2299553	BATES CARGO PAK
Registration Number:	5370854	BLADEBOTTOM
Registration Number:	3198616	BLADERUNNER
Registration Number:	4426405	CARETEX
Registration Number:	2479556	CASELOCKER ST
Registration Number:	2777991	COBRA
Registration Number:	3290189	COILMASTER
Registration Number:	788051	CONTRAX

OP \$1815.00 2086384

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4041761	CORRUCELL
Registration Number:	2259680	CORRUPAD
Registration Number:	4180217	DOWN RIVER
Registration Number:	3135334	ENDURALOCK
Registration Number:	3334479	FIBER-GUARD
Registration Number:	2775192	GALEWRAP
Registration Number:	4047060	G-FORCE
Registration Number:	4060252	G-FORCE
Registration Number:	4977125	GINFAST
Registration Number:	5168200	GINFAST
Registration Number:	2499554	HARD ANGLE
Registration Number:	5316452	INSTA-AIR
Registration Number:	1751182	INSTA-LINER
Registration Number:	4769342	JK
Registration Number:	2941523	JK
Registration Number:	4832398	JOSEF KIHLEBERG
Registration Number:	3614162	LACHENMEIER
Registration Number:	1046262	LITTLE DAVID
Registration Number:	2279200	
Registration Number:	1506729	LOCK N' POP
Registration Number:	729968	MAGNUS
Registration Number:	2665111	MICROJET
Registration Number:	1153690	MIMA
Registration Number:	2850885	MIMA
Registration Number:	2703598	M MULTI-WALL PACKAGING CORPORATION
Registration Number:	2970634	NEWSCOM
Registration Number:	2756393	OCTOPUS
Registration Number:	1235162	ORGAPACK
Registration Number:	1475648	QUIPP
Registration Number:	2905254	QWIK-CRATE
Registration Number:	1581448	REDDI-CRATE
Registration Number:	1869572	REPLASTEC
Registration Number:	1045454	RIDE RITE
Registration Number:	512248	SIGNODE
Registration Number:	515659	SIGNODE
Registration Number:	817650	SIGNODE
Registration Number:	819053	SIGNODE
Registration Number:	3040009	STACKMASTER

Property Type	Number	Word Mark
Registration Number:	4162393	STORFAST
Registration Number:	993035	STRAPEX
Registration Number:	2771206	SUPER 40
Registration Number:	3074595	SUPERFLOW
Registration Number:	3199360	SUS-PAK
Registration Number:	591682	SUS-RAP
Registration Number:	1053295	TENAX
Registration Number:	876965	TENSION-WELD
Registration Number:	3031976	UB1
Registration Number:	3028513	UB1
Registration Number:	1473934	VERSAJET
Registration Number:	4238366	WAVE BREAKER
Registration Number:	4236306	XEROS
Registration Number:	2708984	YELLOW JACKET 110
Registration Number:	3803589	YOU SHIP IT. WE PROTECT IT.
Registration Number:	5210279	INNOVALVE
Serial Number:	87623388	SYN-TEX

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:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	04/04/2018

Total Attachments: 8

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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. Crown Packaging Technology, Inc.
2. Signode Industrial Group LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other 1. Corp.-DE; 2. LLC-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) April 3, 2018

- 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: Deutsche Bank AG New York Branch, as Collateral Agent

Street Address: 60 Wall Street

City: New York

State: NY

Country: USA Zip: 10005

- 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

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

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: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

72

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: Elaine Carrera

Signature

April 3, 2018

Date

Elaine Carrera

Name of Person Signing

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

8

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

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of April 3, 2018 among CROWN PACKAGING TECHNOLOGY, INC., a Delaware corporation, SIGNODE INDUSTRIAL GROUP LLC, a Delaware limited liability company (collectively, the “**Grantors**”), and DEUTSCHE BANK AG NEW YORK BRANCH (“**DB**”), as U.S. collateral agent (in such capacity, and together with any successors in such capacity, the “**Collateral Agent**”) for the Secured Creditors.

RECITALS

WHEREAS, on December 19, 2013, Crown Holdings, Inc., a Pennsylvania corporation (“**Crown Holdings**”), Crown Cork & Seal Company, Inc., a Pennsylvania corporation (“**CCSC**”), CROWN Americas LLC, a Pennsylvania limited liability company (“**Crown Usco**” or “**U.S. Borrower**”), Crown International Holdings, Inc., a Delaware corporation (“**Crown International**”), each other U.S. Subsidiary of Crown Holdings party thereto, and DB, as U.S. collateral agent (in such capacity and together with any successors in such capacity, the “**Collateral Agent**”) for the Secured Creditors entered into that certain U.S. Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, CROWN USCO, CROWN EUROPEAN HOLDINGS S.A., a société anonyme organized under the laws of France (“**Crown Euroco**”), as european borrower, CROWN METAL PACKAGING CANADA LP, as Canadian borrower, CROWN HOLDINGS, CROWN INTERNATIONAL, CROWN CORK & SEAL COMPANY, INC. (“**CCSC**”) and each of the Subsidiary Borrowers (as defined in the Credit Agreement) party thereto from time to time entered into that certain Amended and Restated Credit Agreement, dated as of April 7, 2017, as amended by that certain First Amendment to Amended and Restated Credit Agreement, dated as of December 28, 2017 and as further amended by that certain Incremental Amendment No. 1 to Amended and Restated Credit Agreement, dated as of January 29, 2018 (as further amended, amended and restated, supplemented, refinanced, replaced or otherwise modified from time to time, the “**Credit Agreement**”) with the lenders and facing agents from time to time party thereto, DEUTSCHE BANK AG NEW YORK BRANCH, as administrative agent (in such capacity, the “**Administrative Agent**”), DEUTSCHE BANK AG LONDON BRANCH, as U.K. administrative agent (in such capacity, the “**U.K. Administrative Agent**”), and DEUTSCHE BANK AG CANADA BRANCH, as Canadian administrative agent (in such capacity, the “**Canadian Administrative Agent**”).

WHEREAS, each Grantor is the legal and/or beneficial owner of the Collateral pledged by such Grantor hereunder.

WHEREAS, this Agreement is given by each Grantor in favor of the Collateral Agent for its benefit and the benefit of the other Secured Creditors to secure the payment and performance of all of the Obligations.

WHEREAS, each Grantor will receive substantial benefits from the execution, delivery and performance of the obligations under the Loan Documents and is therefore willing to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademarks. Each Grantor, as collateral security for the payment and performance in full of all the Obligations, hereby collaterally pledges to the Collateral Agent for the benefit of the Secured Creditors, and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademarks**”):

- (a) all Trademarks listed on Schedule I hereto;
- (b) all registered Trademark Licenses listed on Schedule I hereto;
- (c) all General Intangibles relating to Trademarks and Trademark Licenses; and
- (d) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of this agreement in accordance with, and pursuant to, the Credit Agreement, the Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

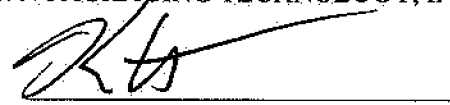
[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CROWN PACKAGING TECHNOLOGY, INC.

By:



Name: Kevin Clothier
Title: Treasurer and Vice President

SIGNODE INDUSTRIAL GROUP LLC

By:

Name: Carlos Ramirez
Title: Treasurer

[Trademark Security Agreement]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CROWN PACKAGING TECHNOLOGY, INC.

By:

Name: Kevin Clothier
Title: Treasurer and Vice President

SIGNODE INDUSTRIAL GROUP LLC

By:



Name: Carlos Ramirez
Title: Treasurer

[Trademark Security Agreement]

TRADEMARK
REEL: 006311 FRAME: 0071

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: Alicia Schug
Name: Alicia Schug
Title: Vice President

By: Marguerite Sutton
Name: Marguerite Sutton
Title: Vice President

[Trademark Security Agreement]

TRADEMARK
REEL: 006311 FRAME: 0072

Schedule I

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Trademark Registrations:

No.	Owner	Trademark	Registration Number
1.	Signode Industrial Group LLC	ABC'S	2086384
2.	Signode Industrial Group LLC	ACME & Design	1947844
3.	Signode Industrial Group LLC	ACME PACKAGING	5248966
4.	Signode Industrial Group LLC	AERGUARD	2060027
5.	Signode Industrial Group LLC	AIRHEAD	1664047
6.	Signode Industrial Group LLC	ANGLEBOARD	1201092
7.	Signode Industrial Group LLC	ANGLEBOARD & Design	847049
8.	Signode Industrial Group LLC	ANGLEWRAP	2325451
9.	Signode Industrial Group LLC	BIG FOOT & Design	4647299
10.	Signode Industrial Group LLC	BATES CARGO PAK & Design	2299553
11.	Signode Industrial Group LLC	BLADEBOTTOM	5370854
12.	Signode Industrial Group LLC	BLADERUNNER	3198616
13.	Signode Industrial Group LLC	CARETEX	4426405
14.	Signode Industrial Group LLC	CASELOCKER ST	2479556
15.	Signode Industrial Group LLC	COBRA	2777991
16.	Signode Industrial Group LLC	COILMASTER	3290189
17.	Signode Industrial Group LLC	CONTRAX	788051
18.	Signode Industrial Group LLC	CORRUCELL	4041761
19.	Signode Industrial Group LLC	CORRUPAD	2259680
20.	Signode Industrial Group LLC	DOWN RIVER & Design	4180217
21.	Signode Industrial Group LLC	ENDURALOCK	3135334
22.	Signode Industrial Group LLC	FIBER-GUARD	3334479
23.	Signode Industrial Group LLC	GALEWRAP	2775192
24.	Signode Industrial Group LLC	G-FORCE	4047060
25.	Signode Industrial Group LLC	G-FORCE	4060252
26.	Signode Industrial Group LLC	GINFAST	4977125
27.	Signode Industrial Group LLC	GINFAST	5168200
28.	Signode Industrial Group LLC	HARD ANGLE	2499554
29.	Signode Industrial Group LLC	INSTA-AIR	5316452
30.	Signode Industrial Group LLC	INSTA-LINER	1751182
31.	Signode Industrial Group LLC	JK	4769342
32.	Signode Industrial Group LLC	JK	2941523
33.	Signode Industrial Group LLC	JOSEF KIHLEBERG	4832398
34.	Signode Industrial Group LLC	LACHENMEIER & Design	3614162
35.	Signode Industrial Group LLC	LITTLE DAVID	1046262
36.	Signode Industrial Group LLC	LITTLE DAVID Design	2279200
37.	Signode Industrial Group LLC	LOCK N' POP	1506729
38.	Signode Industrial Group LLC	MAGNUS	729968
39.	Signode Industrial Group LLC	MICROJET	2665111
40.	Signode Industrial Group LLC	MIMA	1153690
41.	Signode Industrial Group LLC	MIMA	2850885

No.	Owner	Trademark	Registration Number
42.	Signode Industrial Group LLC	M MULTI-WALL PACKAGING CORPORATION & Design	2703598
43.	Signode Industrial Group LLC	NEWSCOM	2970634
44.	Signode Industrial Group LLC	OCTOPUS	2756393
45.	Signode Industrial Group LLC	ORGAPACK	1235162
46.	Signode Industrial Group LLC	QUIPP	1475648
47.	Signode Industrial Group LLC	QWIK-CRATE	2905254
48.	Signode Industrial Group LLC	REDDI-CRATE	1581448
49.	Signode Industrial Group LLC	REPLASTECH	1869572
50.	Signode Industrial Group LLC	RIDE RITE	1045454
51.	Signode Industrial Group LLC	SIGNODE	512248
52.	Signode Industrial Group LLC	SIGNODE	515659
53.	Signode Industrial Group LLC	SIGNODE & Design	817650
54.	Signode Industrial Group LLC	SIGNODE & Design	819053
55.	Signode Industrial Group LLC	STACKMASTER	3040009
56.	Signode Industrial Group LLC	STORFAST	4162393
57.	Signode Industrial Group LLC	STRAPEX & Design	993035
58.	Signode Industrial Group LLC	SUPER 40	2771206
59.	Signode Industrial Group LLC	SUPERFLOW	3074595
60.	Signode Industrial Group LLC	SUS-PAK	3199360
61.	Signode Industrial Group LLC	SUS-RAP	591682
62.	Signode Industrial Group LLC	TENAX	1053295
63.	Signode Industrial Group LLC	TENSION-WELD	876965
64.	Signode Industrial Group LLC	UB1	3031976
65.	Signode Industrial Group LLC	UB1 & Design	3028513
66.	Signode Industrial Group LLC	VERSAJET	1473934
67.	Signode Industrial Group LLC	WAVE BREAKER	4238366
68.	Signode Industrial Group LLC	XEROS	4236306
69.	Signode Industrial Group LLC	YELLOW JACKET 110	2708984
70.	Signode Industrial Group LLC	YOU SHIP IT. WE PROTECT IT.	3803589
71.	Crown Packaging Technology, Inc.	INNOVALVE	5210279

Trademark Applications:

No.	Owner	Trademark	Application Number
1.	Signode Industrial Group LLC	SYN-TEX	App. No. 87623388