

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524065

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA		10/01/2014	BANK: UNITED STATES

RECEIVING PARTY DATA

Name:	RANPAK CORP.
Street Address:	7990 AUBURN ROAD
City:	CONCORD TOWNSHIP
State/Country:	OHIO
Postal Code:	44077
Entity Type:	Corporation: OHIO

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3319776	ACCUFILL
Registration Number:	1743855	AUTOPAD
Registration Number:	1632318	BECAUSE IT'S THE ONLY EARTH WE HAVE
Registration Number:	2139824	
Registration Number:	4002548	FILLPAK
Registration Number:	3093937	FILLPAK TT
Serial Number:	85521630	PACK STATION WRAPPAK
Registration Number:	1974015	PAD-N-PAK
Registration Number:	1281498	PADPAK
Registration Number:	1308628	PADPAK
Registration Number:	1937015	PADPAK JR.
Registration Number:	3366688	PAPERSTAR
Serial Number:	85203373	PULLPAK
Registration Number:	1906304	RANPAK
Registration Number:	1827420	RANPAK
Registration Number:	1938171	RANPAK
Registration Number:	1667638	
Registration Number:	1755275	
Serial Number:	85521426	UPAK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3790614	WRAPPAK
Registration Number:	2058679	JUNIOR

CORRESPONDENCE DATA

Fax Number: 6508385109
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: 650-838-3743
Email: JLIK@SHEARMAN.COM
Correspondent Name: MARC ELZWEIG
Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR
Address Line 2: SHEARMAN & STERLING LLP
Address Line 4: MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	35610/47
NAME OF SUBMITTER:	MARC ELZWEIG
SIGNATURE:	/MARC ELZWEIG/
DATE SIGNED:	05/17/2019

Total Attachments: 5

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- source=0 - Termination of Security Interest in Trademarks (Second Lien)#page2.tif
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TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS** (this "Termination"), dated as of October 1, 2014, is made by Goldman Sachs Bank USA as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent"), in favor of RANPAK CORP. ("Grantor"). Unless otherwise defined herein or the context otherwise requires, terms used in this Termination shall have the meanings assigned to such terms in the Pledge and Security Agreement (as defined below). For the purposes of this Termination, "Trademark Collateral" shall have the meaning assigned to such term in the Trademark Security Agreement (as defined below) and shall include, without limitation, those registrations and applications set forth on Schedule A hereto.

WHEREAS, pursuant to that (i) certain U.S. Second Lien Pledge and Security Agreement, dated as of April 23, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") between the Grantor, the other grantors party thereto and the Collateral Agent and (ii) that certain Trademark Security Agreement, dated as of April 23, 2013 (the "Trademark Security Agreement") executed by the Grantor in favor of the Collateral Agent, the Grantor granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Trademark Collateral;

WHEREAS, the security interest in the Trademark Collateral granted by the Grantor to the Collateral Agent under the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on April 24, 2013, at Reel 005013 and Frame 0362; and

WHEREAS, the Collateral Agent has agreed to terminate, release and discharge its security interest and lien on all of the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities of the Grantor secured by the Trademark Collateral pursuant to the Pledge and Security Agreement and the Trademark Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. The Collateral Agent hereby terminates, releases and discharges all of its mortgages, liens, and security interests in all of the Grantor's right, title and interest in, to and under the Trademark Collateral and hereby reassigns any and all such right, title and interest (if any) that the Collateral Agent may have in the Trademark Collateral to the Grantor.

2. The Collateral Agent authorizes and requests that the United States Commissioner of Patents and Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Termination.

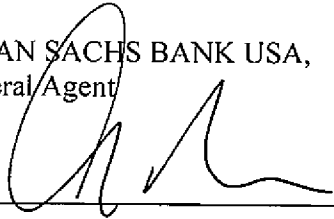
3. **THIS TERMINATION AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TERMINATION SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THEREOF THAT**

WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: 

Name:

Title:

**Anisha Malhotra
Authorized Signatory**

[Signature Page to Termination of Security Interest in Trademarks – Second Lien]

**TRADEMARK
REEL: 006648 FRAME: 0170**

Schedule A
to
Termination of Security Interest in Trademarks

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner: Ranpak Corp.

Trademark/Image	App. No.	App. Date	Registration No.	Registration Date	Status
ACCUFILL	78/567,230	2/14/2005	3,319,776	10/23/2007	REGISTERED
AUTOPAD	74/108,287	10/19/1990	1,743,855	12/29/1992	REGISTERED
BECAUSE IT'S THE ONLY EARTH WE HAVE	74/029,083	2/15/1990	1,632,318	1/22/1991	REGISTERED
BLUE PRODUCT COLOR	75/082,151	4/ 1/1996	2,139,824	2/24/1998	REGISTERED
FILLPAK	85/220,063	1/18/2011	4,002,548	7/26/2011	REGISTERED
FillPak TT	78/355,606	1/22/2004	3,093,937	5/16/2006	REGISTERED
JUNIOR	74/708,197	7/31/1995	2,058,679	5/ 6/1997	REGISTERED
OPTISCAN					PROPOSED
PACK STATION WRAPPK	85/521,630	1/20/2012			PENDING
PAD-N-PAK	74/469,270	12/13/1993	1,974,015	5/14/1996	REGISTERED
PADPAK	73/418,206	3/21/1983	1,281,498	6/12/1984	REGISTERED
PADPAK (MACHINE)	73/414,271	2/22/1983	1,308,628	12/11/1984	REGISTERED
PADPAK JR.	74/596,441	11/ 8/1994	1,937,015	11/21/1995	REGISTERED
PAPERSTAR	78/613,367	4/21/2005	3,366,688	1/ 8/2008	REGISTERED
PULLPAK	85/203,373	12/21/2010			ALLOWED
RANPAK	74/182,867	7/ 8/1991	1,906,304	7/18/1995	REGISTERED
RANPAK (PAPER)	74/182,866	7/ 8/1991	1,827,420	3/22/1994	REGISTERED
RANPAK (SERVICES)	74/562,185	8/17/1994	1,938,171	11/28/1995	REGISTERED
STYLIZED TREE	74/095,398	9/10/1990	1,667,638	12/10/1991	REGISTERED
STYLIZED TREE	74/280,875	6/ 3/1992	1,755,275	3/ 2/1993	REGISTERED
UPAK	85/521,426	1/20/2012			PENDING

Trademark/Image	App. No.	App. Date	Registration No.	Registration Date	Status
WRAPPAK	77/341,857	12/ 1/2007	3,790,614	5/18/2010	REGISTERED