

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564592

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
David S. Smith America Inc.		02/27/2020	Corporation: DELAWARE
DSS Rapak, Inc.		02/27/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP, as Collateral Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5022857	MUSTANG	
Registration Number:	4875718	DYNAMIC SOLUTIONS WITH FLEXIBLE PACKAGIN	
Registration Number:	4717265		
Registration Number:	4600000	PARISH	
Registration Number:	4608346	PARISH	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	44378.00004		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	02/29/2020		

CH \$140.00 5022857

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of February 27, 2020, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors"), in favor of Antares Capital LP, as collateral agent (in such capacity, the "Collateral Agent") for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of February 26, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among LB PARENT, INC., a Delaware corporation ("Holdings"), LIQUI-BOX HOLDINGS, INC., a Delaware corporation (the "Borrower"), the several lenders from time to time party thereto (each a "Lender" and, collectively, the "Lenders") and Antares Capital LP, as the Administrative Agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered the Supplement to the Security Agreement, dated as of February 26, 2020 in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the "Supplement").

WHEREAS, pursuant to the Supplement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with the Borrower and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Supplement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of each Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of each Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application

shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Supplement and is expressly subject to the terms and conditions thereof. The S Supplement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Supplement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Supplement, the terms of the Supplement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

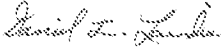
**DAVID S. SMITH AMERICA INC.
DSS RPAK, INC.**

By:



Name: Leanne Parker
Title: Treasurer

**ANTARES CAPITAL LP, as the Collateral
Agent**

By: 
Name: Daniel Landis
Title: Duly Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademarks			
Name of Record Owner/Applicant	Registration/Application/Publication Number	Trademark	App. / Reg. Date
David S. Smith America, Inc. DBA Worldwide Dispensers	5022857	MUSTANG	16-Aug-2016
DSS Rapak, Inc.	4875718	DYNAMIC SOLUTIONS WITH FLEXIBLE PACKAGING	22-Dec-2015
DSS Rapak, Inc.	4717265	CUBE DESIGN	7-Apr-2015
DSS Rapak, Inc.	4600000	PARISH	9-Sep-2014
DSS Rapak, Inc.	4608346	PARISH and CUBE Design	23-Sep-2014