

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698234

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BERLIN PACKAGING L.L.C.		12/28/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	GLAS AMERICAS LLC		
Street Address:	3 Second Street, Suite 206		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07301		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Registration Number:	2889395	ANYTHING IS POSSIBLE	
Registration Number:	4921153	ANYTHING IS POSSIBLE	
Registration Number:	5254228	B	
Registration Number:	1780321	BERLIN	
Registration Number:	4921152	BERLIN	
Registration Number:	4921213	ENABLEPRO	
Registration Number:	4921294	BERLIN GLOBAL	
Registration Number:	4930558	BERLIN PACKAGING	
Registration Number:	5061855	BERLIN PACKAGING	
Registration Number:	5184239	BERLIN PACKAGING	
Registration Number:	1537983	BOTTLE BEAKER	
Registration Number:	4921292	COMPLIANCE MADE EASY	
Registration Number:	4949185	DG DANGEROUS GOODS	
Registration Number:	5052302	DG	
Registration Number:	5193717	FREUND CONTAINER & SUPPLY	
Registration Number:	4958310	FREUND CONTAINER & SUPPLY	
Registration Number:	4921422	GREATER, FASTER	
Registration Number:	4150434	HYBRID PACKAGING SUPPLIER	
Registration Number:	5193716	HYBRID PACKAGING SUPPLIER	

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Property Type	Number	Word Mark
Registration Number:	1895155	KAPTCLEAN
Registration Number:	1568401	
Registration Number:	4668572	PACKAGE MORE PROFIT
Registration Number:	1568001	QORPAK
Registration Number:	1185843	QORPAK
Registration Number:	5018627	QORPAK
Registration Number:	4921154	QORPAK
Registration Number:	4543032	STUDIO 111
Registration Number:	4543034	STUDIO 111
Registration Number:	4543033	STUDIO ONE ELEVEN
Registration Number:	1294346	STURDEESEAL
Registration Number:	1342739	STURDEESEAL
Registration Number:	4101834	SUNBURST BOTTLE COMPANY
Registration Number:	4921156	SUNBURST BOTTLE
Registration Number:	4921157	SUNBURST BOTTLE
Registration Number:	2713834	U.S. CONTAINER
Registration Number:	2757139	WHERE PERFORMANCE IS PART OF THE PACKAGE
Registration Number:	2089217	WORKING GLASS

CORRESPONDENCE DATA

Fax Number:

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: 13152647134
Email: sophiabyer@paulhastings.com
Correspondent Name: Sophia Byer
Address Line 1: 200 Park Ave
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Sophia Byer
SIGNATURE:	/Sophia Byer/
DATE SIGNED:	12/28/2021

Total Attachments: 6

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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of December 28, 2021 (this "Agreement"), made by BERLIN PACKAGING L.L.C., a Delaware limited liability company (the "Pledgor"), in favor of GLAS AMERICAS LLC, as Collateral Agent (as defined below).

Reference is made to the Security Agreement (Second Lien), dated as of December 28, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Berlin Packaging L.L.C., a Delaware limited liability company (the "Borrower"), each subsidiary of the Borrower from time to time party thereto, Berlin Packaging Holdings, L.L.C., a Delaware limited liability company, and GLAS AMERICAS LLC, as collateral agent for the Secured Parties referred to therein (together with its successors and assigns in such capacity, the "Collateral Agent"). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of the Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Pledgor or in which the Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the "Trademark Collateral"):

all U.S. registered and applied for Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any intent-to-use (or similar) Trademark application prior to the filing and acceptance of a "Statement of Use", "Amendment to Allege Use" or similar filing with respect thereto, only to the extent, if any, that, and solely during the period in which, if any, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark application under applicable law.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Pledgor hereby acknowledges and affirms that the rights, protections, indemnities, immunities and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security

Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

SECTION 6. *Termination*. This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Pledgor as the Pledgor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

[Signature Pages Follow]

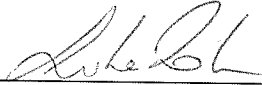
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BERLIN PACKAGING L.L.C.,
as Pledgor

By: James Walters
Name: James D. Walters
Title: Global Chief Financial Officer

ACCEPTED AND AGREED:

GLAS AMERICAS LLC,
as Collateral Agent

By: 
Name: LISHA JAHN
Title: VICE PRESIDENT

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Pledgor

U.S. Trademark Registrations and Applications

Trademark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
ANYTHING IS POSSIBLE	U.S.	75/733,224	6/21/1999	2,889,395	9/28/2004
ANYTHING IS POSSIBLE	U.S.	86/545287	2/25/2015	4,921,153	3/22/2016
B & DESIGN	U.S.	87/088138	6/29/2016	5,254,228	8/1/2017
BERLIN	U.S.	74/159,244	4/22/1991	1,780,321	6/7/1993
BERLIN	U.S.	86/545245	2/25/2015	4,921,152	3/22/2016
BERLIN FINANCIAL SERVICES	U.S.	86/554315	3/05/2015	4,921,213	3/22/2016
BERLIN GLOBAL	U.S.	86/554323	3/05/2015	4,921,294	3/22/2016
BERLIN PACKAGING	U.S.	86/545257	2/25/2015	4,930,558	4/5/2016
BERLIN PACKAGING LOGO (black and white)	U.S.	86/545263	2/25/2015	5,061,855	10/18/2016
BERLIN PACKAGING LOGO (red)	U.S.	86/545278	2/25/2015	5,184,239	4/18/2017
BOTTLE BEAKER	U.S.	73/709,008	2/1/1988	1,537,983	9/5/1989
COMPLIANCE MADE EASY	U.S.	86/554303	03/05/15	4,921,292	3/22/2016
DANGEROUS GOODS LOGO	U.S.	86/545406	2/25/2015	4,949,185	5/3/2016
DG LOGO	U.S.	86/545539	2/25/2015	5,052,302	10/4/2016
FREUND CONTAINER & SUPPLY	U.S.	86/545389	2/25/2015	5,193,717	5/2/2017
FREUND CONTAINER & SUPPLY LOGO	U.S.	85/545399	2/25/2015	4,958,310	5/17/2016
GREATER, FASTER	U.S.	86/563,702	3/13/2015	4,921,422	3/22/2016
HYBRID PACKAGING SUPPLIER	U.S.	77/610,169	11/7/2008	4,150,434	5/29/2012
HYBRID PACKAGING SUPPLIER	U.S.	86/545296	2/25/2015	5,193,716	5/2/2017
KAPTCLEAN	U.S.	74/517,247	4/26/1994	1,895,155	5/23/1995
MISC. DESIGN (the color green)	U.S.	73/712,650	2/22/1988	1,568,401	11/28/1989
PACKAGE MORE PROFIT	U.S.	86/123,906	11/20/2013	4668572	1/6/2015
QORPAK	U.S.	73/594,614	4/21/1986	1,568,001	11/28/1989
QORPAK	U.S.	73/310,750	5/18/1981	1,185,843	12/1/1982

Trademark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
QORPAK	U.S.	86/545332	2/25/2015	5,018,627	8/9/2016
QORPAK LOGO	U.S.	86/545346	2/25/2015	4,921,154	3/22/2016
STUDIO 111	U.S.	86/089,144	10/11/2013	4543032	6/3/2014
STUDIO 111	U.S.	86/089,154	10/11/2013	4543034	6/3/2014
STUDIO ONE ELEVEN	U.S.	86/089,148	10/11/2013	4543033	6/3/2014
STURDEESEAL	U.S.	73/402,965	11/17/1982	1,294,346	11/9/1984
STURDEESEAL	U.S.	73/506,462	10/31/1984	1,342,739	6/18/1985
SUNBURST BOTTLE COMPANY & Design	U.S.	85/348,923	6/17/2011	4,101,834	2/21/2012
SUNBURST BOTTLE	U.S.	86/545415	2/25/2015	4,921,156	3/22/2016
SUNBURST BOTTLE LOGO	U.S.	86/545526	2/25/2015	4,921,157	3/22/2016
U.S. CONTAINER	U.S.	75/833,143	10/27/1999	2,713,834	6/5/2003
WHERE PERFORMANCE IS PART OF THE PACKAGE	U.S.	76/339,672	11/20/2001	2,757,139	8/26/2003
WORKING GLASS	U.S.	75/152,638	8/19/1996	2,089,217	8/19/1997