



Registration of a Charge

Company Name: **CANPACK UK LIMITED**

Company Number: **06366267**



Received for filing in Electronic Format on the: **03/04/2023**

XC0PDCUG

Details of Charge

Date of creation: **30/03/2023**

Charge code: **0636 6267 0002**

Persons entitled: **WELLS FARGO BANK, NATIONAL ASSOCIATION**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **NORTON ROSE FULBRIGHT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6366267

Charge code: 0636 6267 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th March 2023 and created by CANPACK UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd April 2023 .

Given at Companies House, Cardiff on 6th April 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY LICENSES

THIS COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY LICENSES (this "Assignment") is made as of March 30, 2023, by CANPACK US LLC, a Delaware limited liability company (the "US Borrower"), CANPACK UK Limited, a private limited company incorporated under the laws of England and Wales with company number 06366267 (the "UK Borrower"), CAN-PACK Netherlands B.V., a *besloten vennootschap met beperkte aansprakelijkheid* incorporated under the laws of the Netherlands, having its statutory seat (*statutaire-zetel*) in Helmond, the Netherlands and its registered office at Maisdijk 9, 5704 RM Helmond, the Netherlands, registered with the Chamber of Commerce (*Kamer van Koophandel*) under number 65982584 (the "Dutch Borrower"), and CANPACK Finland Oy, a limited liability company organized under the laws of Finland with business identity code 2956122-3 (the "Finland Borrower", together with the US Borrower, the UK Borrower and the Dutch Borrower, each, an "Assignor" and individually and collectively, jointly and severally, the "Assignors"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent ("Agent") for the lenders ("Lenders") under the Credit Agreement (as defined below) and consented to by CANPACK S.A., a joint-stock company (*spółka akcyjna*) incorporated under the laws of Poland ("Licensor") with KRS number 0000005418.

RECITALS

A. Each Assignor has entered into that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Assignors as "Borrowers" thereunder, certain Affiliates of Assignors from time to time party thereto, Agent and Lenders, pursuant to which Agent has agreed to make extensions of credit to the Assignors upon the terms and subject to the conditions set forth therein. All capitalized terms used, but not specifically defined herein, shall have the same meaning given such terms in the Credit Agreement or, if not defined therein, in the other Loan Documents.

B. Each Assignor has also entered into the applicable Security Documents, pursuant to which each Assignors unconditionally granted to Agent a continuing security interest in substantially all of each Assignor's and Guarantors' assets, including General Intangibles (as that term is defined in the US Security Agreement), and contracts, as a condition to making advances and other extensions of credit under the Credit Agreement.

C. Licensor is an Affiliate of each Assignor and will derive substantial benefit from the transactions contemplated by the Credit Agreement, for which the assignment of the IP Licenses (as defined below) hereunder is a condition precedent.

D. Each Assignor owns the right to use certain intellectual property, technology, and information pursuant to license agreements, including but not limited to those license agreements of Licensor set forth on Schedule A hereto (which, for the avoidance of doubt, shall only include licenses owned or controlled of the Licensor and no third-party owned or controlled licenses, collectively the "IP Licenses"). For the avoidance of doubt, IP Licenses includes any and all rights possessed by any Assignor to use any intellectual property that is owned or controlled, directly or indirectly, by Licensor, whether pursuant to written or unwritten license or other permission.

E. The Credit Agreement, Security Documents, and certain other Loan Documents contain provisions under which Assignors have granted to the Agent, a Lien on, and security interest in, certain assets of the Assignors, including the "Intellectual Property Licenses" (as defined in the US Security Agreement) and "Intellectual Property" (as defined in the Security Document applicable to each such Assignor), under which the Agent is entitled to foreclose or otherwise deal with such assets under the terms and conditions set forth in the Loan Documents.

F. As collateral security for each Assignor's and the other Loan Parties' Obligations, whether arising under the Loan Documents or otherwise, each Assignor has agreed to assign to the Agent the IP Licenses pursuant to the terms hereof.

NOW THEREFORE, with the foregoing Recitals being deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

ARTICLE I **ASSIGNMENT**

1.1 Rights Conveyed.

In consideration of and pursuant to the terms of the Credit Agreement and each of the other Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure all of the Obligations, each Assignor hereby grants, assigns and conveys to Agent all of such Assignor's present and future right, title and interest in and to, and grants to the Agent a security interest in, Lien on, and collateral assignment of the IP Licenses, including but not limited to any right of each Assignor (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto. The foregoing grant, security interest and assignment is a present grant of a collateral assignment and, upon the occurrence of an Event of Default and notice to an applicable Assignor from the Agent, shall become an absolute assignment in favor of Agent or in favor of such Person as Agent may designate (and any direct or indirect assignee of such Person in perpetuity), and may be the subject of such confirmatory instruments as Agent may elect, which instruments shall be conclusive evidence of the Event of Default and absolute assignment.

1.2 Finnish Limitations.

Notwithstanding any provision to the contrary in this Assignment or other Loan Documents, the obligations and liabilities of an Assignor incorporated in Finland under this Assignment shall not include any obligations or liabilities to the extent it would be contrary to the mandatory provisions of the Finnish Companies Act (624/2006, as amended, in Finnish: *osakeyhtiölaki*) regulating the distribution of assets within the meaning of Chapter 13 Section 1 of the Finnish Companies Act and the obligations and liabilities of each Assignor incorporated in Finland shall apply only to the maximum extent permitted by the aforementioned provisions of the Finnish Companies Act.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

2.1.1 Assignors are the sole and exclusive owners of the entire and unencumbered right, title and interest in and to the IP Licenses, and each of the IP Licenses is free and clear of any Liens, sub-licenses, and other encumbrances.

2.1.2 Each Assignor has the right to enter into this Assignment and perform its terms.

2.1.3 Other than as set forth in the written license agreements disclosed on Schedule A, no Assignor utilizes, practices, or exploits any intellectual property owned by any Affiliate of any Assignor.

ARTICLE III

COVENANTS AND AGREEMENTS

Each Assignor covenants that until all the Obligations have been performed and paid in full, all Commitments have been terminated or have expired, all Letters of Credit have been cancelled or have expired, and all Letter of Credit Disbursement have been reimbursed:

3.1 License

3.1.1 Without the prior written consent of Agent and/or any of its assignees pursuant to this Assignment, no Assignor will (a) enter into any agreement, including without limitation, license agreements that would have a material adverse effect on the Agent's rights under this Assignment, (b) terminate any IP License or (c) amend, modify or waive any provision of an IP License;

3.1.2 Without limiting the termination restrictions set forth herein or in the Consent and Acknowledgment attached hereto, each Assignor agrees to promptly and in any event within two (2) Business Days of knowledge thereof provide Agent with notice of any termination of any of the IP Licenses under Section 3.1.1 hereof by any Licensor thereunder;

3.1.3 Each Assignor will exercise reasonable supervision over each of its present and future employees, agents and consultants which will enable such Assignor to comply with the covenants herein contained; and

3.1.4 If any Assignor acquires rights pursuant to any new licenses to use the intellectual property of any Affiliate of such Assignor, the provisions of this Assignment shall automatically apply thereto and such new licenses shall become IP Licenses, and such Assignor shall give the Agent prompt written notice thereof (and in any event within 2 Business Days knowledge thereof) along with an amended Schedule A. Any such new IP License must be in writing and on terms reasonably acceptable to Agent. Unless otherwise agreed in advance in writing by Agent, each Assignor shall cause any party granting rights to such Assignor in such a new IP License to execute the Consent and Acknowledgment to Collateral Assignment attached hereto in Appendix A prior to entering into any such new license.

3.2 Maintenance.

3.2.1 Except as permitted by the provisions of the Loan Documents, each Assignor hereby covenants and agrees to maintain the IP Licenses in full force and effect until all of the Obligations are paid in full.

3.2.2 Prior to an Event of Default, each Assignor shall have the right to bring suit in its own name to enforce the rights provided in the IP Licenses, in which event the Agent may, if necessary, at the Assignors' sole expense, be joined as a nominal party to such suit if the Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Each Assignor shall promptly, upon demand, reimburse and indemnify the Agent for all damages, costs and reasonable expenses, including attorneys' fees, as they arise incurred by the Agent in the fulfillment of the provisions of this paragraph.

3.2.3 If any Assignor fails to comply with any of its obligations hereunder in any material respect, the Agent may do so in such Assignor's name or in the Agent's name, but at the Assignors' expense, and the Assignors hereby agree to reimburse and indemnify the Agent in full for all reasonable expenses, including reasonable attorneys' fees, incurred by the Agent in protecting, defending the rights provided in the IP Licenses.

3.2.4 If any Assignor at any time or times hereafter shall fail to pay any royalties relating to the IP Licenses, Agent may at any time or times thereafter pay such royalties and take any other action with respect thereto that Agent deems advisable. Agent shall have no obligation to pay any such royalties or take such actions. All amounts so paid, shall be payable on demand for payment by Borrowers to Agent on its demand for payment and shall be additional Obligations hereunder secured by the Collateral.

3.3 Fees and Expenses.

Each Assignor agrees to pay to the Agent upon demand any and all reasonable fees, costs and expenses, of whatever kind or nature, including attorneys' fees and legal expenses incurred by the Agent in connection with the preparation of this Assignment and of all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the IP Licenses, or in enforcing the Agent's rights therein or in defending or prosecuting any actions or proceedings arising out of or related to the IP Licenses.

3.4 Modification of IP Licenses.

No Assignor shall agree, consent, permit or otherwise undertake to amend, waive or otherwise modify any of the terms or provisions of any IP License without the written consent of Agent and/or any of its assignees pursuant to this Assignment.

ARTICLE IV EVENTS OF DEFAULT, RIGHTS AND REMEDIES

4.1 Assignor Use.

Prior to an Event of Default (a) each Assignor shall have an exclusive nontransferable right and license to use the IP Licenses and (b) subject to Section 5.4 below, the Agent shall have no right to use the IP Licenses, or assign, pledge or otherwise transfer title in the IP Licenses to any other party. Each Assignor agrees not to sell or assign its interest in, or grant any sublicense under, or allow any Lien (other than Permitted Liens) to attach to the IP Licenses, without the prior written consent of Agent and/or any of its assignees pursuant to this Assignment.

4.2 Agent Rights.

4.2.1 Each Assignor hereby covenants and agrees that the Agent, as assignee hereunder and as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of New York, and under any other applicable law, following an Event of Default, (a) Agent may terminate the license set forth in Section 4.1 (Assignor Use), (b) at Agent's election, Agent shall have an exclusive right and license to use the IP Licenses, (c) in connection with a Business Sale, Agent shall have the right to grant or issue any exclusive or non-exclusive sub-licenses under the IP Licenses to any Person wherever located and with respect to any operations, sales or any other activity wherever occurring (and any direct or indirect assignee of such Person in perpetuity), or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of the IP Licenses and all rights thereunder in whole or in part, to any Person wherever located and with respect to any operations, sales or any other activity wherever occurring (and any direct or indirect assignee of such Person in perpetuity) and (d) Agent may take such other action permitted hereunder or under the other Loan Documents or permitted by applicable Laws, in its exclusive discretion, to foreclose upon the IP Licenses. For such purposes, following an Event of Default, each Assignor hereby authorizes and empowers the Agent to make, constitute and appoint any officer of Agent as the Agent may select, in its exclusive discretion, (with full power of substitution and delegation, in its exclusive discretion), as such Assignor's true and lawful attorney-in-fact, with the power, without notice to such Assignor, to endorse such Assignor's name on all applications, documents, papers and instruments in the name of the Agent or in the name of such Assignor or otherwise, for the use and benefit of the Agent to use the IP Licenses or to grant or issue any exclusive or non-exclusive sub-licenses under the IP Licenses to anyone else, or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of the IP Licenses to any Person. This power of attorney shall be irrevocable for the life of this Assignment, the Credit Agreement, the Loan Documents and other obligations and until all of the Obligations are paid in full.

4.2.2 Without limiting the foregoing and for the avoidance of doubt, following an Event of Default, Agent may transfer, sell, or assign the IP Licenses and all rights thereunder in whole or in part, to any Person in connection with a Business Sale (as defined below), including in connection with an assignment for the benefit of a creditor and/or any bankruptcy or other insolvency proceeding. Each Assignor hereby acknowledges and agrees that any such Person (and any direct or indirect assignee of such Person in perpetuity) shall have all the rights of Agent hereunder, including Sections 3 and 4 hereof.

4.3 Rights and Remedies.

All rights and remedies herein granted to the Agent shall be in addition to any rights and remedies granted to the Agent under the Loan Documents.

4.4 Re-Vesting of Assignors' Rights.

Upon the payment in full of all of the Obligations and termination or expiration of all Commitments and all Letters of Credit, this Assignment will concurrently and automatically terminate with the other Loan Documents (subject to Section 15.11 of the Credit Agreement) and the Agent shall, upon the Assignors' request and at the Assignors' expense, execute and deliver to the Assignors all documents reasonably necessary to terminate this Assignment and re-vest in the Assignors full title to the IP Licenses.

4.5 No Waiver.

No course of dealing between the Assignors and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof, and all of the Agent's rights and remedies with respect to the IP Licenses, whether established hereby or by the Loan Documents, or by any other future agreements between any Assignor and the Agent or by law shall be cumulative and may be exercised singularly or concurrently.

4.6 Business Sale.

For purposes hereof, "Business Sale" shall mean any transaction or series of related transactions for the purpose of or resulting, directly or indirectly, in the sale of all or substantially all of the assets of any business or division of a Loan Party or the sale of the Equity Interests of a Loan Party, or a merger or consolidation or any other combination of a Loan Party with another Person.

ARTICLE V
MISCELLANEOUS

5.1 Severability.

The provisions of this Assignment are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

5.2 Loan Document.

This Assignment is a Loan Document.

5.3 Notices.

All notices and other communications provided for hereunder shall be given in the form and manner provided in the Credit Agreement, and, if to Agent, shall be mailed, sent, or delivered to Agent at its address as specified in the Credit Agreement and, if to any Assignor, shall be mailed, sent or delivered in care of Administrative Borrower in accordance with the notice provisions set forth in Credit Agreement or, as to any party, at such other address as shall be designated by such party in a written notice to the other party in writing.

5.4 Successors and Assigns.

This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties and shall specifically inure, without limitation, to the benefit of each Person who may from time to time be the "Agent" under the Credit Agreement and each Person that is a direct or indirect assignee of Agent's rights pursuant to Section 4.2 hereof.

5.5 Amendments and Waivers.

No amendment to or waiver of any provision of this Assignment shall in any event be effective unless the same shall be in writing and signed by each of the Obligor and Agent; and no waiver of any provision of this Assignment, or consent to any departure by any Obligor from any provision hereof, shall in any event be effective unless the same shall be in writing and signed by Agent. Any such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose for which given.

5.6 Captions and Headings.

The section headings in this Assignment are for convenience only, and shall not limit or otherwise affect any of the terms hereof.

5.7 Counterparts.

This Assignment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Assignment by telecopy or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Assignment.

5.8 Governing Law; Venue; Jury Trial Waiver; Judicial Reference Provision.

THIS ASSIGNMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 12 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Remainder of page left intentionally blank; signature pages follow.]

IN WITNESS WHEREOF, each Assignor has executed this Assignment, under seal, the day and year first above written.

ASSIGNORS:

CANPACK US LLC, a Delaware limited liability company

By: _____
Name: Michael F. Rettig
Title: Vice President and Secretary

CANPACK S.A., a joint-stock company (*spółka akcyjna*) incorporated under the laws of Poland and registered in the register of entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście in Kraków, XI Commercial Division of the National Court Register under number KRS 0000005418

By: 

Name: Marius Croitoru

Title: President of the Board (authorized to represent CANPACK S.A. individually)

CANPACK UK LIMITED,

a private limited company incorporated under the laws of England and Wales with company number 06366267

By: _____

Name: Philip Fisher

Title: Managing Director

By: _____

Name: Gary Beard

Title: Finance Director

CAN-PACK NETHERLANDS BV,

a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands

By: _____

Name: Louis Goudstikker

Title: Managing Director 

By: 

Name: Marius Croitoru

Title: Director

CANPACK S.A., a joint-stock company (*spółka akcyjna*) incorporated under the laws of Poland and registered in the register of entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście in Kraków, XI Commercial Division of the National Court Register under number KRS 0000005418

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Name: Marius Croitoru
Title: Director

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a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands

By: _____
Name: Louis Goudstikker
Title: Managing Director

By: _____
Name: Marius Croitoru
Title: Director

CANPACK FINLAND OY,


a limited liability company organized under the laws of
Finland

By: 

Name: Olli-Pentti Rantonen

Title: Managing Director

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent**

By: 
Name: Michael Matranga
Title: Authorized Signatory

APPENDIX A

CONSENT AND ACKNOWLEDGEMENT TO COLLATERAL ASSIGNMENT BY LICENSORS

Reference is made to that certain (i) Collateral Assignment of Intellectual Property Licenses (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Assignment") dated as of the date hereof by CANPACK US LLC, a Delaware limited liability company (the "US Borrower"), CANPACK UK Limited, a private limited company incorporated under the laws of England and Wales with company number 06366267 (the "UK Borrower"), CAN-PACK Netherlands B.V., a *besloten vennootschap met beperkte aansprakelijkheid* incorporated under the laws of the Netherlands, having its statutory seat (statutaire-zetel) in Helmond, the Netherlands and its registered office at Maisdijk 9, 5704 RM Helmond, the Netherlands, registered with the Chamber of Commerce (Kamer van Koophandel) under number 65982584 (the "Dutch Borrower"), and CANPACK Finland Oy, a limited liability company organized under the laws of Finland with business identity code 2956122-3 (the "Finland Borrower"), together with the US Borrower, the UK Borrower and the Dutch Borrower, each, an "Assignor" and individually and collectively, jointly and severally, the "Assignors"), in favor of Wells Fargo Bank, National Association, as administrative agent (the "Agent"), (ii) UK Debenture, dated as of the date hereof, by and among the UK Borrower, the Agent and the other parties from time to time party thereto (the "UK Debenture"), (iii) Dutch Omnibus Pledge, dated as of the date hereof, by and among the Dutch Borrower, the Agent and the other parties from time to time party thereto (the "Dutch Omnibus Pledge") and (iv) Finland Security Agreement, dated as of the date hereof, by and among the Finland Borrower, the Agent and the other parties from time to time party thereto (the "Finland Security Agreement" and, together with the Collateral Assignment, the UK Debenture, and the Dutch Omnibus Pledge, collectively, the "Collateral Assignment Documents"). All capitalized terms used, but not specifically defined herein, shall have the same meaning given such terms in the Collateral Assignment including any terms defined by reference to the Loan Documents (as defined therein).

By executing and returning this Consent and Acknowledgment to Collateral Assignment (this "Consent and Acknowledgement"), notwithstanding any provision to the contrary in any of the IP Licenses each Licensors (a) acknowledges and consents to the Collateral Assignment Documents and all terms and conditions therein; (b) agrees that, the terms, conditions and provisions of the Collateral Assignment Documents shall not constitute a breach or default under such IP Licenses; (c) agrees not to terminate any IP License that is party thereto without the consent of Agent and/or any of its assignees pursuant to the terms, conditions and provisions of the applicable Collateral Assignment Documents; (d) agrees to renew and/or extend each IP License pursuant to its terms unless otherwise agreed by Agent and/or any of its assignees pursuant to the terms, conditions and provisions of the applicable Collateral Assignment Documents; and (e) agrees that after an Event of Default, Agent may assign the IP Licenses and all rights thereunder in whole or in part, to any Person as set forth in the applicable Collateral Assignment Document including to any indirect or direct subsequent buyer of any applicable Assignor in perpetuity, or any material portion of such Assignor's assets or in connection with an assignment for the benefit of a creditor and/or any bankruptcy or other insolvency proceeding.

Each Licensor agrees that the licenses granted under the IP Licenses are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the Bankruptcy Code, licenses of rights to "intellectual property" as defined under Section 101 of the Bankruptcy Code. Absent the express written agreement of Agent to the contrary, the IP Licenses and each party's rights thereunder shall continue in full force and effect notwithstanding the commencement of any insolvency proceeding involving any Assignor or any Licensor. Notwithstanding anything to the contrary set forth in the IP Licenses, in the event that any Assignor or any of its Affiliates or successors and assigns hereunder is the subject of any insolvency proceeding, no Licensor shall oppose or object to any motion to assume and/or assign the IP Licenses pursuant to Section 365 of the Bankruptcy Code (or under any other applicable law) and each Licensor shall instead expressly consent to the assumption and assignment of the IP Licenses in any insolvency proceeding under the Bankruptcy Code or otherwise.

Each Licensor represents and warrants that, (a) such Licensor is the sole and exclusive owner of, or possesses all rights necessary to convey licenses granted to each Assignor in the IP Licenses, free and clear of liens, charges, and encumbrances of any third party and (b) there are no existing defaults with respect to the IP Licenses and there are no conditions or events in existence which, with notice or lapse of time or both, would constitute a default under the IP Licenses.

All notices to Agent relating to this Consent and Acknowledgement shall be in writing and shall be personally delivered or sent by registered or certified mail (postage prepaid, return receipt requested), overnight courier, electronic mail (at such email addresses as Agent may designate) as set forth below or such other addresses as Agent may designate by notice delivered in accordance with this provisions.

Wells Fargo Bank, National Association
c/o Wells Fargo Capital Finance
10 S. Wacker Drive, 22nd Floor
Chicago, IL 60606
Attention: Laura Nickas
Email: laura.nickas@wellsfargo.com

with a copy to:

Goldberg Kohn Ltd.
55 E. Monroe St., Suite 3300
Chicago, IL 60603
Attention: William Starshak
Email: william.starshak@goldbergkohn.com

Each party to this Consent and Acknowledgement irrevocably consents to service of process in the manner provided for notices in Section 11 of the Credit Agreement at the address designated therein for notices to any Loan Party

This Consent and Acknowledgment to Collateral Assignment shall be binding upon each Licensor and its successors and assigns and shall inure to the benefit of Agent and its respective

successors and assigns (including any lender or lenders that refinance the obligations of Borrowers to Agent and Lenders).

No Licensor shall agree, consent, permit or otherwise undertake to amend or otherwise modify any of the terms or provisions of any IP License, without the written consent of Agent and/or any of its assignees pursuant to the Assignment.

The validity, interpretation, and enforcement of this Consent and Acknowledgment to Collateral Assignment and any dispute arising out of the relationship among the parties hereto in connection with this Assignment, whether in contract, tort, equity, or otherwise, shall be governed by the laws of the State of New York, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York. The parties hereto irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York, New York County, and the United States District Court for the Southern District of New York, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Assignment or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Assignment or the transactions related hereto.

This Consent and Acknowledgment to Collateral Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single instrument. This Assignment may be executed and delivered by facsimile or electronic transmission with the same force and effect as if it were a manually executed and delivered counterpart.

[Remainder of page left intentionally blank; signature pages follow.]

Acknowledged, agreed and consented to as of the date first set forth above.

CANPACK S.A.,
a joint-stock company (*spółka akcyjna*) incorporated
under the laws of Poland

By: _____
Name: _____
Title: _____

**SCHEDULE A TO COLLATERAL ASSIGNMENT
OF INTELLECTUAL PROPERTY**

IP Licenses Assigned:

- Know-how license agreement concluded on January 1, 2020 between Licensors and Finland Borrower;
- Trademark license agreement concluded on March 1, 2020 between Licensors and Finland Borrower;
- Know-how license agreement concluded on April 11, 2017 between Licensors and Dutch Borrower;
- Trademark license agreement concluded on April 11, 2017 between Licensors and Dutch Borrower;
- Know-how license agreement concluded on April 1, 2009 between Licensors and UK Borrower as amended by:
 - Annex no. 1 from February 8, 2011;
 - Annex no. 2 from February 20, 2013;
 - Annex no. 3 from February 11, 2015;
- Platform contribution and license agreement concluded on February 24, 2022 between Licensors and US Borrower.
- Trademark license agreement concluded on April 1, 2009 between Licensors and UK Borrower as amended by:
 - Annex no. 1 from November 26, 2009;
 - Annex no. 2 from February 8, 2011;
 - Annex no. 3 from February 20, 2013;
 - Annex no. 4 from February 11, 2015.