

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4475420

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	PREGIS SHARP SYSTEMS, LLC	06/23/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BARCLAYS BANK PLC, AS COLLATERAL AGENT	
<b>Street Address:</b>	745 SEVENTH AVENUE	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10019	
<b>PROPERTY NUMBERS Total: 6</b>		
<b>Property Type</b>	<b>Number</b>	
<b>PCT Number:</b>	US2015036418	
<b>Application Number:</b>	10045435	
<b>PCT Number:</b>	US2001051247	
<b>Application Number:</b>	10208981	
<b>PCT Number:</b>	US2003023732	
<b>Application Number:</b>	10774983	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(212)303-7064	
<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>		
<b>Phone:</b>	212.318.6824	
<b>Email:</b>	christinedionne@paulhastings.com	
<b>Correspondent Name:</b>	CHRISTINE DIONNE C/O PAUL HASTINGS LLP	
<b>Address Line 1:</b>	200 PARK AVENUE, 28TH FLOOR	
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10166	
<b>ATTORNEY DOCKET NUMBER:</b>	91825.00004	
<b>NAME OF SUBMITTER:</b>	CHRISTINE DIONNE	
<b>SIGNATURE:</b>	/CHRISTINE DIONNE/	
<b>DATE SIGNED:</b>	06/23/2017	
<b>Total Attachments: 6</b>		

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PATENT SECURITY AGREEMENT, dated as of June 23, 2017 (this "Agreement"), among Pregis Sharp Systems, LLC, a Wisconsin limited liability company, (the "Grantor") and Barclays Bank PLC, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) to the First Lien Credit Agreement dated as of May 20, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Pregis Ultimate Holdings Corporation, a Delaware corporation ("Holdings"), Pregis MergerSub Corporation, a Delaware corporation, Pregis Holding I Corporation, a Delaware corporation (the "Borrower"), the Lenders party thereto and Barclays Bank PLC, as Administrative Agent and Collateral and (b) the First Lien Collateral Agreement dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Bank have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, 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 Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the United States patents and patent applications listed on Schedule I attached hereto (the "Patent Collateral"). This Agreement is not to be construed as an assignment of any patent or patent application.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon Payment in Full, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the

Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

*[Remainder of Page Intentionally Left Blank]*

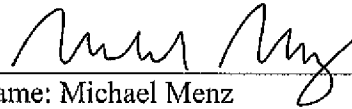
**PATENT COLLATERAL**

<b>Title</b>	<b>Country</b>	<b>Status</b>	<b>Filing Date</b>	<b>Application Number</b>	<b>Patent Number / Date Issued</b>
Bagging Machine and Method	PCT	Filed	6/18/2015	PCT/US2015/036418	
Continuous Strip Bag Feeder and Loader with Integrated Printer Assembly	US	Issued	11/7/2001	10/045,435	6,688,346 2/10/2004
Continuous Strip Bag Feeder and Loader with Integrated Printing Assembly	PCT	Filed	11/7/2001	PCT/US2001/051247	
Continuous Strip Bag Feeder and Loader with Integrated Printing Assembly	Canada	Issued	11/7/2001	2,428,246	2,428,246 4/15/2008
Continuous Strip Bag Feeder and Loader with Integrated Printing Assembly	EPO	Issued	11/7/2001	01273070.1	1333978 8/9/2006
Continuous Strip Bag Feeder and Loader with Integrated Printing Assembly	France	Issued	11/7/2001	01273070.1	1333978 8/9/2006
Continuous Strip Bag Feeder and Loader with Integrated Printing Assembly	Germany	Issued	11/7/2001	01273070.1	60122199.0 8/9/2006
Continuous Strip Bag Feeder and Loader with Integrated Printing Assembly	United Kingdom	Issued	11/7/2001	01273070.1	1333978 8/9/2006
Continuous Strip Bag Feeder and Loader with Integrated Printing Assembly	Hong Kong	Issued	1/21/2004	04100486.7	HK1057512 9/29/2006
Continuous Strip Bag Feeder and Loader with Integrated Printing Assembly	Mexico	Issued	11/7/2001	PA/a/2003/004042	239003 7/27/2006
Continuous Strip Bag Feeder and Loader with Pivotal Integrated Printer Assembly	US	Issued	7/31/2002	10/208,981	6,789,963 9/14/2004
Continuous Strip Bag Feeder and Loader with Pivotal Integrated Printer Assembly	PCT	Filed	7/29/2003	PCT/US2003/023732	
Continuous Strip Bag Feeder and Loader with Pivotal Integrated Printer Assembly	Canada	Issued	4/5/2005	2,494,257	2,494,257 3/23/2010
Continuous Strip Bag Feeder and Loader with Pivotal Integrated Printer Assembly	EPO	Issued	7/29/2003	03772057.0	1527001 12/14/2011
Continuous Strip Bag Feeder and Loader with Pivotal Integrated Printer Assembly	Mexico	Issued	7/29/2003	PA/a/2005/001213	255981 4/3/2008
Continuous Strip Bag Feeder and Loader with Integrated Printer Assembly	US	Issued	2/9/2004	10/774,983	6,857,455 2/22/2005
Continuous Strip Bag Feeder and Loader with Pivotal Integrated Printer Assembly	Germany	Issued	7/29/2003	03772057.0	603 39 418.3 12/14/2011

<b>Title</b>	<b>Country</b>	<b>Status</b>	<b>Filing Date</b>	<b>Application Number</b>	<b>Patent Number / Date Issued</b>
Continuous Strip Bag Feeder and Loader with Pivotal Integrated Printer Assembly	France	Issued	7/29/2003	03772057.0	1 527 001 12/14/2011
Continuous Strip Bag Feeder and Loader with Pivotal Integrated Printer Assembly	United Kingdom	Issued	7/29/2003	03772057.0	1 527 001 12/14/2011
Bagging Machine and Method	US	Pending	12/14/2016	15/318,708	
Bagging Machine and Method	Canada	Pending	12/13/2016	2,952,273	
Bagging Machine and Method	Mexico	Pending	12/14/2016	MX/a/2016/016551	
Bagging Machine and Method	EPO	Pending	12/29/2016	15810025.5	

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

PREGIS SHARP SYSTEMS, LLC, as Grantor

By:   
Name: Michael Menz  
Title: President

BARCLAYS BANK PLC, as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

PATENT SECURITY AGREEMENT

**PATENT**  
**REEL: 042797 FRAME: 0347**

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

PREGIS SHARP SYSTEMS, LLC, as Grantor

By: \_\_\_\_\_  
Name: Michael Menz  
Title: President

BARCLAYS BANK PLC, as Collateral Agent

By:  \_\_\_\_\_  
Name: Evan Moriarty  
Title: Assistant Vice President

PATENT SECURITY AGREEMENT