

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447020

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Plastipak Packaging, Inc.		10/12/2017	Corporation: DELAWARE
Clean Tech, Inc.		10/12/2017	Corporation: MICHIGAN
Whiteline Express, Ltd.		10/12/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, N.A., as Administrative Agent
Street Address:	MAC R4057-01R, 7711 Plantation Rd.
Internal Address:	1st Floor
City:	Roanoke
State/Country:	VIRGINIA
Postal Code:	24019
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	3955241	PLASTI-GRIP
Registration Number:	3552420	PLASTIPAK
Registration Number:	1318186	PLASTIPAK PACKAGING
Registration Number:	4286410	THERMOSHAPE
Registration Number:	4625180	THERMOSHAPE
Registration Number:	4437646	THERMOSHAPE
Registration Number:	2143818	TWINPAK
Registration Number:	1669444	CLEAN TECH
Registration Number:	1309382	WEL WHITELINE EXPRESS, LTD.
Registration Number:	2037527	CYCLE-CLEAN
Registration Number:	2764512	AQUAPET
Registration Number:	2819157	C
Registration Number:	1840582	CONSTAR
Registration Number:	2630100	CONSTAR
Registration Number:	4102206	DC100
Registration Number:	4102208	DC300

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Property Type	Number	Word Mark
Registration Number:	3401510	DIAMONDCLEAR
Registration Number:	3326327	DIAMOND CLEAR
Registration Number:	4782258	D-PAK
Registration Number:	4043019	ENVIRONMENTALLY INNOVATIVE
Registration Number:	2652122	HANDYGRIP
Registration Number:	3369875	INK TO BOTTLE
Serial Number:	86880353	TASTE&LOOK OF FRESH
Serial Number:	86364352	CONSUMERS FIRST, ALWAYS
Serial Number:	85860566	ECOPREFORM
Serial Number:	85088235	INTUITIVE

CORRESPONDENCE DATA

Fax Number: 2124552502

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: (212) 455-2582

Email: jmull@stblaw.com

Correspondent Name: Lawrence Huang

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 098073/0025

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 10/12/2017

Total Attachments: 8

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of October 12, 2017, by and from the entities listed as a "Grantor" on the signature pages hereto (each, a "Grantor"), to and in favor of WELLS FARGO BANK, N.A. for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, PLASTIPAK HOLDINGS, INC. (the "Company"), the Borrowers, the Lenders, and the Grantee have entered into that certain Credit Agreement, dated as of October 12, 2017 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, certain Subsidiaries of the Company have guaranteed the repayment of the Secured Obligations pursuant to the Subsidiary Guaranty;

WHEREAS, the Company and certain of its Subsidiaries, including the Grantors, have entered into that certain Pledge and Security Agreement, dated as of October 12, 2017 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, the Grantors own the Trademarks (as defined below), which Trademarks are applied for or registered with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms used and not otherwise defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the satisfaction of the Final Release Conditions, this Confirmatory Grant shall automatically terminate and all rights to the Trademarks shall revert to the Grantor. Upon such termination, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantors all reasonably requested instruments in writing releasing (and/or evidencing of record the release of) the lien and security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) Each Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States trademark registrations and applications listed on Exhibit A (the "Trademarks").

(c) Notwithstanding anything to the contrary contained above, the security interest created by this Confirmatory Grant shall not extend to Excluded Assets.

3) Grants, Rights, Remedies. This Confirmatory Grant has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured

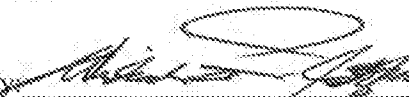
Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern and control.

4) Governing Law. **THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

5) Counterparts. This Confirmatory Grant may be executed in counterparts (and by different parties hereto in 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 Confirmatory Grant by telecopy, e-mailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant.

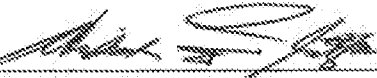
IN WITNESS WHEREOF, each Grantor has executed this Confirmatory Grant effective as of the date first written above.

PLASTIPAK PACKAGING, INC.,
as Grantor

By 

Name: Michael J. Plotzke
Title: Chief Financial Officer, Senior Vice President
-- Finance and Treasurer

CLEAN TECH, INC.,
as Grantor

By: 

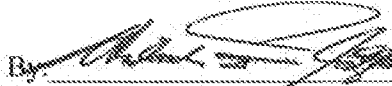
Name: Michael J. Plotzke

Title: Chief Financial Officer, Senior Vice President
– Finance and Treasurer

Signature Page for
Grant of Security Interest in United States Trademarks

TRADEMARK
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WHITELINE EXPRESS, LTD.,
as Grantor

By 


Name: Michael J. Plotzke

Title: Chief Financial Officer, Senior Vice President
— Finance and Treasurer

Signature Page for
Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 006181 FRAME: 0270

WELLS FARGO BANK, N.A.,
as Administrative Agent

By: 
Name: Jeffrey J. Judge
Title: Senior Vice President

Signature Page for
Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 006181 FRAME: 0271

SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A

Trademarks

	Trademark	Serial No. or Reg. No.	Application or Reg. Date	OWNER
1	PLASTI-GRIP	3,955,241	5/3/2011	Plastipak Packaging, Inc.
2	PLASTIPAK	3,552,420	12/30/2008	Plastipak Packaging, Inc.
3	PLASTIPAK PACKAGING	1,318,186	2/5/1985	Plastipak Packaging, Inc.
4	TASTE & LOOK OF FRESH & DESIGN	86/880,353	1/20/2016	Plastipak Packaging, Inc.
5	THERMOSHAPE	4,286,410	2/5/2013	Plastipak Packaging, Inc.
6	THERMOSHAPE	4,625,180	10/21/2014	Plastipak Packaging, Inc.
7	THERMOSHAPE	4,437,646	11/19/2013	Plastipak Packaging, Inc.
8	TWINPAK	2,143,818	3/17/1998	Plastipak Packaging, Inc.
9	CLEAN-TECH	1669444	12/24/1991	Clean Tech, Inc.
10	WHITELINE EXPRESS, LTD. and Design	1309382	12/11/1984	Whiteline Express, Ltd.
12	WL WHITELINE EXPRESS LTD & DESIGN	1,309,382	12/11/1984	Whiteline Express, Ltd.
13	CYCLE-CLEAN	2,037,527	2/11/1997	Clean Tech, Inc.
14	AQUAPET	2,764,512	9/16/2003	Plastipak Packaging, Inc.
15	C & STAR DESIGN	2,819,157	3/2/2004	Plastipak Packaging, Inc.

16	CONSTAR	1,840,582	6/21/1994	Plastipak Packaging, Inc.
17	CONSTAR & DESIGN	2,630,100	10/8/2002	Plastipak Packaging, Inc.
18	CONSUMERS FIRST, ALWAYS	86,364,352	8/12/2014	Plastipak Packaging, Inc.
19	DC100	4,102,206	2/21/2012	Plastipak Packaging, Inc.
20	DC300	4,102,208	2/21/2012	Plastipak Packaging, Inc.
21	DIAMONDCLEAR	3,401,510	3/25/2008	Plastipak Packaging, Inc.
22	DIAMONDCLEAR & DESIGN	3,326,327	10/30/2007	Plastipak Packaging, Inc.
23	D-PAK	4,782,258	7/28/2015	Plastipak Packaging, Inc.
24	ECOPREFORM & DESIGN	85/860,566	2/26/2013	Plastipak Packaging, Inc.
25	ENVIRONMENTALLY INNOVATIVE	4,043,019	10/18/2011	Plastipak Packaging, Inc.
26	HANDYGRIP	2,652,122	11/19/2002	Plastipak Packaging, Inc.
27	INK TO BOTTLE	3,369,875	1/15/2008	Plastipak Packaging, Inc.
28	INTUITIVE	85/088,235	7/20/2010	Plastipak Packaging, Inc.