

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
K-G Spray-Pak Inc. (K-G Packaging Inc. is a wholly-owned subsidiary of K-G Spray-Pak Inc.)		11/28/2011	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	GE Canada Finance Holding Company		
Street Address:	123 Front Street West, Suite 1400		
Internal Address:	c/o General Electric Capital Corporation, 500 West Monroe Street, Chicago, IL 60661 and 201 Merritt Seven, Norwalk, CT 06856		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5J 2M2		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3884707	BETTER THAN...	
Serial Number:	85167903	BETTER THAN EVER	
CORRESPONDENCE DATA			
Fax Number:	(949)475-4754		
Phone:	949-451-3800		
Email:	skann@gibsondunn.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Stephanie S. Kann, Senior Paralegal		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	32207-00149		

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TRADEMARK
REEL: 004666 FRAME: 0740

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Stephanie S. Kann
Signature:	/stephanie s. kann/
Date:	11/28/2011

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 28, 2011, is made by K-G Spray-Pak Inc., a corporation organized under the laws of Canada (the "Grantor"), in favor of GE Canada Finance Holding Company, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Canadian Agent") for the Canadian Lenders and the Canadian L/C Issuers (as defined in the Amended and Restated Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of November 28, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Amended and Restated Credit Agreement"), among Plaze, Inc. (the "U.S. Borrower"), the Grantor, the other Credit Parties party thereto, General Electric Capital Corporation, as administrative agent for all U.S. Lenders (in such capacity, the "U.S. Agent"), and as a U.S. Lender, the Canadian Agent (collectively with the U.S. Agent, the "Agents"), PNC Bank, National Association, as syndication agent for the Existing Facilities, and as a U.S. Lender, and the additional Lenders party thereto, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to that certain Guarantee and Security Agreement dated as of November 28, 2011 in favor of the Canadian Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Security Agreement"), to guarantee the Obligations (as defined in the Amended and Restated Credit Agreement) of the Grantor; and

WHEREAS, the Grantor is party to the Guarantee and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to enter into the Amended and Restated Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Grantor thereunder, the Grantor hereby agrees with the Canadian Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the

Grantor, hereby mortgages, pledges and hypothecates to the Canadian Agent for the benefit of the Secured Parties, and grants to the Canadian 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 the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks (other than Excluded Property), including, without limitation, the U.S. Trademarks referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities (as defined in the Amended and Restated Credit Agreement) at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof.

Section 3. Guarantee and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Canadian Agent pursuant to the Guarantee and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Canadian Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. If there is a conflict between this agreement and the Guarantee and Security Agreement, the Guarantee and Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

K-G SPRAY-PAK INC., a corporation
organized under the laws of Canada, as a
Grantor

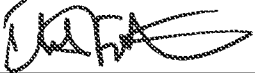
By: 
Name: Jason Miller
Title: Vice President and Assistant Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004666 FRAME: 0744

ACCEPTED AND AGREED
as of the date first above written:

GE CANADA FINANCE HOLDING COMPANY,
as Agent

By: 


Name: _____
Title: ITALO FORTINO
DULY AUTHORIZED SIGNATORY

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

1. REGISTERED TRADEMARKS

Mark	Registration No.	Registration Date
BETTER THAN & DESIGN  K-G PACKAGING INC.	3,884,707	12/07/10

2. TRADEMARK APPLICATIONS

Mark	Registration No.	Registration Date
BETTER THAN EVER & DESIGN  K-G PACKAGING INC.	85/167,903	11/30/11