

## 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
MATRIX PACKAGING MACHINERY LLC		12/06/2011	LIMITED LIABILITY COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC		
Street Address:	1301 6th Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	PLC: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85071905	SMARTJAW	
CORRESPONDENCE DATA			
Fax Number:	(212)822-5175		
Phone:	5857320236		
Email:	jmarkham@milbank.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:	Jordan P. Markham		
Address Line 1:	Milbank, Tweed, Hadley & McCloy, 46th Fl		
Address Line 2:	1 Chase Manhattan Plaza		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	28804-07603		
NAME OF SUBMITTER:	Jordan P. Markham		
Signature:	/Jordan P. Markham/		

CH \$40.00 85071905

Date:

12/28/2011

**Total Attachments: 5**

source=Pro Mach - Matrix - Trademark Security Agreement (executed) - v1#page1.tif

source=Pro Mach - Matrix - Trademark Security Agreement (executed) - v1#page2.tif

source=Pro Mach - Matrix - Trademark Security Agreement (executed) - v1#page3.tif

source=Pro Mach - Matrix - Trademark Security Agreement (executed) - v1#page4.tif

source=Pro Mach - Matrix - Trademark Security Agreement (executed) - v1#page5.tif

## Trademark Security Agreement

**Trademark Security Agreement**, dated as of December 6, 2011, by Matrix Packaging Machinery LLC ("Grantor"), in favor of BARCLAYS BANK PLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, Grantor is a party to a Guarantee and Collateral Agreement dated as of July 6, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Collateral Agent pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and as consideration for the Loans previously made, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement or the Credit Agreement referred to in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of Grantor:

- (a) Trademarks of Grantor listed on Schedule I attached hereto;
- (b) Trademark Applications of Grantor listed on Schedule I attached hereto (other than Excluded Property);
- (c) all Goodwill associated with such Trademarks and Trademark Applications; and
- (d) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions

of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Guarantee and Collateral Agreement, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, 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,

MATRIX PACKAGING MACHINERY LLC

By: 

Name: William M. Schult

Title: Secretary and Treasurer

Accepted and Agreed:

BARCLAYS BANK PLC,  
as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, 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,

MATRIX PACKAGING MACHINERY LLC

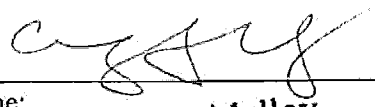
By: \_\_\_\_\_

Name: William M. Schult

Title: Secretary and Treasurer

Accepted and Agreed:

BARCLAYS BANK PLC,  
as Collateral Agent

By:  \_\_\_\_\_

Name:

Title:

**Craig Malloy**  
**Director**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademarks:**

None.

**Trademark Applications:**

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>TRADEMARK</b>
Matrix Packaging Machinery LLC	85/071,905	SMARTJAW