900291137 06/04/2014

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM306546

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Printpack, Inc.	3	05/30/2014	CORPORATION: Delaware

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	11:00 Abernathy Road
Internal Address:	suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3669811	SIMPLETEAR
Registration Number:	3765582	PULL & PEEL
Registration Number:	2808955	EPACK
Registration Number:	2888991	ONLY NATURE PROVIDES A BETTER PACKAGE
Registration Number:	3295970	SEAL-IT
Registration Number:	2788888	SEAL-IT
Registration Number:	1720263	SEAL-IT
Registration Number:	2441791	ONLY NATURE PROVIDES A BETTER PACKAGE
Registration Number:	2524476	S

CORRESPONDENCE DATA.

Fax Number:

3026365454

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:

800-927-9801 x 62348

Email:

ipaterso@cscinfo.com

Correspondent Name:

Corporation Service Company

Address Line 1:

1090 Vermont Avenue NW, Suite 430

Address Line 4:

Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:

TRADEMARK REEL: 005296 FRAME: 0101

NAME OF SUBMITTER:	Jean Paterson	
SIGNATURE:	/jep/	
DATE SIGNED:	06/04/2014	
Total Attachments: 5 source=6:4-14 Printpack Inc-TM#p source=6-4-14 Printpack Inc-TM#p source=6-4-14 Printpack Inc-TM#p	age2.tif	

TRADEMARK REEL: 005296 FRAME: 0102

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of May 30, 2014 by and from PRINTPACK, INC., a Delaware corporation (the "Grantor"), to and in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (the "Grantee").

WHEREAS, the Grantor, the other Credit Parties, the Lenders and Grantee have entered into a Credit Agreement dated May 30, 2014 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor, the other Credit Parties and Grantee have entered into a Collateral Agreement dated May 30, 2014 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement").

WHEREAS, the Grantor owns the trademarks (the "<u>Trademarks</u>") listed on <u>Exhibit A</u> attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Collateral Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Collateral 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 Collateral Agreement, the provisions of the Collateral Agreement shall govern.

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) <u>Definitions</u>. All capitalized terms not 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 (as defined in the Collateral Agreement). Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.
- (b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.
- 3) <u>Counterparts</u>. This Confirmatory Grant 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.

CHL:82389.3

4) <u>Governing Law</u>. This Confirmatory Grant 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.

CHL:82389.3

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

PRINTPACK, INC.

Name: Dallmor D. Saitton II

Title: Chief Financial Officer

Signature Page Confirmatory Grant of Trademarks

> TRADEMARK REEL: 005296 FRAME: 0105

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS Exhibit A - SCHEDULE OF TRADEMARKS

Owner	Country	Trademark	Status	App No.	File Date	Reg No.	Reg Date
Printpack, Inc.	SN	SIMPLETEAR (stylized)	Registered	77/135,616	20-Mar-2007	3,669,811	18-Aug-2009
Printpack, Inc.	ns	PULL & PEEL with Arrow Design	Registered	77/556,550	27-Aug-2008	3,765,582	23-Mar-2010
Printpack, Inc.	SN	EPACK	Registered	75/937,337	7-Mar-2000 2,808,955	2,808,955	27-Jan-2004
Seal-It, Inc.	CA	SEAL-IT	Abandoned	1,095,416	09-Mar-2001	TMA612,751	15-Jun-2004
Seal-It, Inc.	CA	SEAL-IT (stylized)	Abandoned	1,111,266	31-Jul-2001	31-Jul-2001 TMA714,690	16-May-2008
Seal-It, Inc.	ns	ONLY NATURE PROVIDES A BETTER PACKAGE and Design	Abandoned	78/232,156	31-Mar-2003	2,888,991	28-Sep-2004
Seal-It, Inc.	SN	SEAL-IT (stylized)	Abandoned	76/205,408	05-Feb-2001 3,295,970	3,295,970	25-Sep-2007
Seal-It, Inc.	Sn	SEAL-IT	Abandoned	78/192,032	06-Dec-2002	2,788,888	02-Dec-2003
Seal-It, Inc.	SO	SEAL-IT	Abandoned	74/241,784	30-Jan-1992	1,720,263	29-Sep-1992
Seal-It, Inc.	SO	ONLY NATURE PROVIDES A BETTER PACKAGE	Abandoned	75/568,169	10-Oct-1998 2,441,791	2,441,791	10-Apr-2001
Seal-It, Inc.	SN	Stylized "S" (Seal-It)	Abandoned	76/058,551	30-May-2000 2,524,476	2,524,476	01-Jan-2002

¹ Seal-It, Inc. was merged into Printpack, Inc. June 29, 2012.

CHL:82389.3