

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM310919

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rexam Prescription Products Inc.		06/16/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as Agent		
<b>Street Address:</b>	Eleven Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Cayman Islands branch of a bank organized and existing under the laws of Switzerland: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1038521	SCREW-LOC	
<b>Registration Number:</b>	1039693	CAUTION	
<b>Registration Number:</b>	1750789	PRECISE PAK	
<b>Registration Number:</b>	2095946	CLEAR-VU	
<b>Registration Number:</b>	2390565	1-CLIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	047160-0041		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		
<b>DATE SIGNED:</b>	07/16/2014		
<b>Total Attachments: 5</b>			

OP \$140.00 1038521

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## **SECOND LIEN TRADEMARK SECURITY AGREEMENT**

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of June 16, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by Rexam Prescription Products Inc. (the “**Grantor**”) in favor of Credit Suisse AG, Cayman Islands Branch, as security agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Agent**”).

**WHEREAS**, the Grantor is party to the Second Lien US Pledge and Security Agreement dated as of May 2, 2014 (as amended, restated, amended and restated or otherwise modified from time to time, the “**Pledge and Security Agreement**”) among the Grantor, the other grantors party thereto and the Agent, pursuant to which the Grantor granted a security interest to the Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

### **SECTION 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

### **SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** The Grantor hereby pledges, collaterally assigns, mortgages, transfers and grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all of the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor, and regardless of where located (collectively, the “**Trademark Collateral**”):

- (a) all trademarks (including service marks), common law marks, trade names, trade dress, and logos, slogans and other indicia of origin under the laws of any jurisdiction of the world, and the registrations and applications for registrations thereof, including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, and the goodwill of the business symbolized by the foregoing, (b) all renewals of the foregoing, and (c) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto (including, without limitation, damages or payments for past, present or future infringements, dilutions, misappropriations or other violations thereof), the right to sue or otherwise recover for past, present or future infringements, dilutions, misappropriations or other violations thereof and all rights corresponding thereto).

Notwithstanding the foregoing, the term “Trademark Collateral” shall not include any Excluded Assets.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any intent-to-use (or similar) Trademark application prior to the filing of a “Statement of Use”, “Amendment to Allege Use” or similar filing with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein may impair the validity or enforceability of any Trademark or registration that may issue from such intent-to-use (or similar) Trademark applications under applicable law.

**SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

**SECTION 4. Governing Law**

THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

**SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

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

REXAM PRESCRIPTION PRODUCTS INC.

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

Name: Marc Christian Hamel

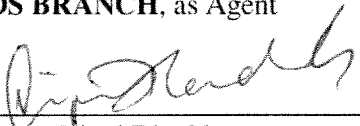
Title: Chief Executive Officer

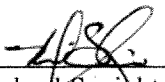
Signature Page to  
Second Lien Trademark Security Agreement

TRADEMARK  
REEL: 005323 FRAME: 0918

Accepted and Agreed:

**CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH, as Agent**

By:   
Name: Vipul Dhadda  
Title: Authorized Signatory

By:   
Name: Michael Spaight  
Title: Authorized Signatory

Signature Page to  
Second Lien Trademark Security Agreement

**TRADEMARK**  
**REEL: 005323 FRAME: 0919**

**SCHEDULE A**  
**to**  
**SECOND LIEN TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Serial Number</u>	<u>Filing Date</u>
Rexam Prescription Products Inc.	SCREW-LOC	1038521	4/27/1976	73018045	4/5/1974
Rexam Prescription Products Inc.	CAUTION	1039693	5/18/1976	73059929	8/7/1975
Rexam Prescription Products Inc.	PRECISE PAK	1750789	2/2/1993	74134884	1/31/1991
Rexam Prescription Products Inc.	CLEAR-VU	2095946	9/9/1997	75056050	2/9/1996
Rexam Prescription Products Inc.	1-CLIC	2390565	9/26/2000	75515926	7/9/1998

Exhibit A-1