

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352274

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intrapac International Corporation		08/21/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	Antares Capital LP		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3490422	INTRAPAC	
Registration Number:	3493979	INTRAPAC	
Registration Number:	4657640	INTRAPAC	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	ssexton@kslaw.com		
Correspondent Name:	King & Spalding		
Address Line 1:	1180 Peachtree Street NE		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	09636.015105		
NAME OF SUBMITTER:	Sally Sexton		
SIGNATURE:	/sallysexton/		
DATE SIGNED:	08/21/2015		
Total Attachments: 6			
source=Intrapac#page1.tif			
source=Intrapac#page2.tif			
source=Intrapac#page3.tif			

OP \$90.00 3490422

source=Intrapac#page4.tif
source=Intrapac#page5.tif
source=Intrapac#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 21, 2015, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Antares Capital LP ("Antares"), as administrative agent (as successor by assignment to General Electric Capital Corporation as U.S. Agent, in such capacity, together with its successors and permitted assigns, the "Agent") for the U.S. Lenders and the U.S. Dollar L/C Issuers (as defined in the Credit Agreement referred to below) and the other U.S. Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 23, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), initially among the Borrowers, Holdings, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto, GE Canada Finance Holding Company, as Canadian Agent, and General Electric Capital Corporation, as U.S. Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement, dated on or about the date hereof, by and among General Electric Capital Corporation, as the resigning U.S. Agent, and Antares, as the successor U.S. Agent, General Electric Capital Corporation has assigned to Antares all of its rights, remedies, duties and other obligations under, among other documents, the Credit Agreement and the Guaranty and Security Agreement, in each instance, in its capacity as administrative agent and, if applicable, collateral agent;

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

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

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the secured parties, and grants to the 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 such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those 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 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, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, in no event shall any security interest be granted in any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. As between the parties, each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall be responsible for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses 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, the 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.

**INTRAPAC INTERNATIONAL
CORPORATION**

By: *John Struble*
Name: John Struble
Title: CFO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP

as Agent

By:



Name: *Brad Kimm*




Title: Its Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005605 FRAME: 0035

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>App. No.</u>	<u>Owner</u>
	U.S.A.	3,490,422	8/19/2008	78/804,350	Intrapac International Corporation
INTRAPAC	U.S.A.	3,493,979	8/26/2008	78/803,921	Intrapac International Corporation
	Canada	TMA683749	3/15/2007	1287320	Intrapac International Corporation
INTRAPAC	Canada	TMA678282	12/7/2006	1287326	Intrapac International Corporation
INTRAPAC and Design 	U.S.A.	4,657,640	12/16/2014	86/161,806	Intrapac International Corporation
INTRAPAC and Design 	Canada			1684105	Intrapac International Corporation