

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376876

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Champion Container Corporation		09/23/2015	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	277 Park Avenue, 22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10172		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86625790	CANPAK	
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:	michael.barys@thomsonreuters.com		
Correspondent Name:	Susan O'Brien		
Address Line 1:	187 Wolf Road, Suite 101		
Address Line 2:	CT Lien Solutions		
Address Line 4:	Albany, NEW YORK 12205		
NAME OF SUBMITTER:	Susan O'Brien		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	03/16/2016		
Total Attachments: 6			
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OP \$40.00 86625790

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“Trademark Security Agreement”), dated as of September 23, 2015, is made by Champion Container Corporation, a New Jersey corporation (the “Grantor”) in favor of JPMorgan Chase Bank, N.A. (the “Lender”). Capitalized terms used and not defined in this Trademark Security Agreement shall have the respective meanings given them in the Credit Agreement.

WHEREAS, the Grantor has entered into a Credit Agreement, dated as of September 23, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the Lender.

WHEREAS, as a condition precedent to the making of loans by the Lender under the Credit Agreement, the Grantor has executed and delivered to the Lender that certain Pledge and Security Agreement, dated as of September 23, 2015, made by and among the Grantor, the other grantors from time to time party thereto, and the Lender (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Lender as follows:

1. **Grant of Security.** Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time, all as set forth in Schedule 1 hereto (the “Trademarks”):

(a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing;

(b) all licenses of the foregoing, whether as licensee or licensor;

(c) all renewals of the foregoing;

(d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof;

(e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and

(f) all rights corresponding to any of the foregoing throughout the world.

2. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Trademarks are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows]

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

CHAMPION CONTAINER CORPORATION

By: 
Name: Thomas F. Miskewitz
Title: President

Agreed to and accepted:
JPMORGAN CHASE BANK, N.A.,
as Lender

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

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

CHAMPION CONTAINER CORPORATION

By: _____
Thomas F. Miskewitz
President

Agreed to and accepted:

JPMORGAN CHASE BANK, N.A.,
as Lender

By:  _____
John J. Lee
Authorized Officer

[Signature Page to Trademark Security Agreement]

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

i. Trademarks

a. **Names:**

- i. "Champion Container"
- ii. "AB Container Company"
- iii. "Canpak"

b. **Logos:**



c. **Trademark Applications:**

1. "CANPAK": Filed on May 11, 2015, with the serial number 86625790.

ii. Trade names

- a. Champion Container Corporation
- b. Canpak
- c. AB Container Company Inc.