

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415109

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INNOVATIVE FLEXPAC, LLC		02/06/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MB FINANCIAL BANK, N.A.		
Street Address:	6111 N. River Road, 3rd Floor		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3745085	INNOVATIVEFLEXPAC	
CORRESPONDENCE DATA			
Fax Number:	2136305788		
<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>			
Phone:	213-891-5935		
Email:	hpanneck@buchalter.com		
Correspondent Name:	Helen Panneck		
Address Line 1:	1000 Wilshire Boulevard, Suite 1500		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	E0674-0055		
NAME OF SUBMITTER:	Helen Panneck		
SIGNATURE:	/Helen Panneck/		
DATE SIGNED:	02/06/2017		
Total Attachments: 4			
source=FlexpakGrant of Security Interest in Trademarks#page1.tif			
source=FlexpakGrant of Security Interest in Trademarks#page2.tif			
source=FlexpakGrant of Security Interest in Trademarks#page3.tif			
source=FlexpakGrant of Security Interest in Trademarks#page4.tif			

CH \$40.00 3745085

GRANT OF SECURITY INTEREST IN TRADEMARKS

February 6, 2017

WHEREAS, INNOVATIVE FLEXPAC, LLC, a Delaware limited liability company (“**Grantor**”), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, set forth on Schedule A attached hereto; and

WHEREAS, MB FINANCIAL BANK, N.A. (the “**Grantee**”), desires to acquire a security interest in, and lien on, all of Grantor’s right, title and interest in and to Grantor’s trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of February 6, 2017, among the Grantor, Fillco Acquisition Co., LLC, a Utah limited liability company, and the Grantee (as amended from time to time, the “**Credit Agreement**”), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor’s right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the “**Marks**”) set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iii) all of the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

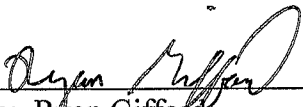
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

INNOVATIVE FLEXPAK, LLC,
a Delaware limited liability company

By:  _____
Name: Ryan Gifford
Title: President and Chief Financial Officer

GRANTEE:

MB FINANCIAL BANK, N.A.

By: Cindy Jamrozak
Name: Cindy Jamrozak
Title: Senior Vice President

Schedule A – Trademarks

COUNTRY	TRADEMARK	REGISTRATION #	REGISTRATION DATE	OWNER
USA	INNOVATIVEFLEXPAK	3745085	February 2, 2010	Innovative FlexPak, LLC

Trademark Applications

None.