

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441738

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NORCAL SHEETS, LLC		06/20/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, N.A.		
Street Address:	3475 Piedmont Road NE, Suite 1260		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4095732	PACKAGEONE	
Registration Number:	4204601	ALL WEST CONTAINER	
Registration Number:	4163481	AMERICAN RIVER PACKAGEONE	
Registration Number:	4447578	AMERICAN RIVER PACKAGING	
Serial Number:	87451802	PACKAGEONE WE'RE THE ONE	
CORRESPONDENCE DATA			
Fax Number:	2127557306		
<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:	(650)739-3939		
Email:	DebbieWu@JonesDay.com		
Correspondent Name:	JONES DAY		
Address Line 1:	250 VESEY STREET		
Address Line 4:	NEW YORK, NEW YORK 10281-1047		
ATTORNEY DOCKET NUMBER:	741887-600115		
NAME OF SUBMITTER:	DEBBIE WU		
SIGNATURE:	/Debbie Wu/		
DATE SIGNED:	09/01/2017		
Total Attachments: 6			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 20, 2017, (this “Agreement”), by NorCal Sheets, LLC (the “Grantor”) in favor of Citizens Bank, N.A. (“Citizens Bank”), as administrative agent and collateral agent (in such capacities, the “Administrative Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among, *inter alios*, GOLDEN WEST PACKAGING GROUP LLC, a Delaware limited liability company (the “Borrower”), GWPG INTERMEDIATE LLC, a Delaware limited liability company (“Holdings”), the Lenders from time to time party thereto and Citizens Bank, N.A., in its capacities as administrative agent and collateral agent for the Lenders, an Issuing Bank and the Swingline Lender. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative 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 or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;

C. all Copyrights, including the Copyright registration and pending applications for registration in the United States Copyright Office listed on Schedule III hereto; and

D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by

reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NORCAL SHEETS LLC

By: 

Name: Mario Curci

Title: Vice President and Chief Financial Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]


TRADEMARK
REEL: 006146 FRAME: 0255

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
NorCal Sheets, LLC	4095732	PackageOne
NorCal Sheets, LLC	4204601	All West Container
NorCal Sheets, LLC	4163481	American River PackageOne
NorCal Sheets, LLC	4447578	American River Packaging

TRADEMARK APPLICATIONS

APPLICANT	SERIAL NO.	TRADEMARK
NorCal Sheets, LLC	87451802	

SCHEDULE II

PATENTS

REGISTERED OWNER	PATENT NUMBER	DESCRIPTION
None		

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	DESCRIPTION
None		

SCHEDULE III

COPYRIGHTS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE
None		

COPYRIGHT APPLICATIONS

APPLICANT	APPLICATION NUMBER	TITLE
None		