

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464747

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pro Mach, Inc.		03/07/2018	Corporation: DELAWARE
ALLPAX PRODUCTS LLC		03/07/2018	Limited Liability Company: LOUISIANA
Axon LLC		03/07/2018	Limited Liability Company: NORTH CAROLINA
Benchmark Automation, LLC		03/07/2018	Limited Liability Company: GEORGIA
Brenton LLC		03/07/2018	Limited Liability Company: MINNESOTA
ID Technology LLC		03/07/2018	Limited Liability Company: TEXAS
Kleenline LLC		03/07/2018	Limited Liability Company: MASSACHUSETTS
Matrix Packaging Machinery LLC		03/07/2018	Limited Liability Company: WISCONSIN
Weiler Labeling Systems, LLC		03/07/2018	Limited Liability Company: DELAWARE
OSSID LLC		03/07/2018	Limited Liability Company: NORTH CAROLINA
Promach Filling Systems, LLC		03/07/2018	Limited Liability Company: CALIFORNIA
RENNCO LLC		03/07/2018	Limited Liability Company: MICHIGAN
Roberts PolyPro Inc.		03/07/2018	Corporation: SOUTH CAROLINA
Shuttleworth LLC		03/07/2018	Limited Liability Company: INDIANA
TEXWRAP PACKAGING SYSTEMS LLC		03/07/2018	Limited Liability Company: MISSOURI
Zalkin Americas LLC		03/07/2018	Limited Liability Company: DELAWARE
Pace Packaging LLC		03/07/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as collateral agent		
Street Address:	60 Livingston Avenue		
TRADEMARK			

CH \$2065.00 3039898

City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55107
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 82

Property Type	Number	Word Mark
Registration Number:	3039898	ALLPAX
Registration Number:	4003841	AURORA
Registration Number:	2672169	AXON
Registration Number:	2351528	EZ-SEAL
Registration Number:	4765024	LANZARA
Registration Number:	1677369	STYROTECH
Registration Number:	1680083	STYROTECH
Registration Number:	4242890	THERMOJET
Registration Number:	3870596	THERMOPOINT
Registration Number:	3909314	THERMORAY
Registration Number:	4743214	BENCHMARK
Registration Number:	5317769	AG 360
Registration Number:	4320974	BRENTON
Registration Number:	3070208	CURRIE
Registration Number:	3380233	CURRIE BY BRENTON
Registration Number:	3463782	FLEX SERIES
Registration Number:	1522394	ORION
Registration Number:	4588592	SENTINEL
Registration Number:	3149766	BAGAIRE
Serial Number:	87432780	CLEARMARK
Registration Number:	5068036	EPI
Registration Number:	4919146	GENESIS
Registration Number:	5048491	GREYDON
Registration Number:	4352994	ID TECHNOLOGY
Registration Number:	4402967	LOGMATIX
Serial Number:	87684254	POWERMERGE
Registration Number:	4612597	WINCO ID
Serial Number:	87803798	ID TECHNOLOGY
Registration Number:	2943824	LSI
Registration Number:	2581925	KLEENLINE
Registration Number:	4546016	MATRIX PACKAGING MACHINERY
Registration Number:	4593874	METIS

Property Type	Number	Word Mark
Registration Number:	4366231	SMART GATE
Registration Number:	4113719	SMARTJAW
Registration Number:	2879499	AUTO-SERT
Serial Number:	87540207	BRONCO
Registration Number:	1498309	EASY WRAP
Registration Number:	2203162	FINAL TOUCH
Registration Number:	0523048	LABELRITE
Registration Number:	4320708	NJM
Registration Number:	4320710	NJM
Registration Number:	2154309	NJM CLI PACKAGING SYSTEMS INTERNATIONAL
Registration Number:	0381171	PONY
Registration Number:	2495392	PROMO-SERT
Registration Number:	2866876	ROTACAP
Registration Number:	4063170	BELTORQUE
Registration Number:	4388532	INTEGRITY
Registration Number:	1620851	OSSID
Registration Number:	2038230	OSSID
Registration Number:	3514250	TRAYVAC
Registration Number:	5245198	PACIFIC
Registration Number:	5245199	PACK WEST
Registration Number:	4342104	FEDERAL
Serial Number:	87598983	XACT-FIL
Registration Number:	4341833	PRO MACH
Registration Number:	3735081	PROCUSTOMER
Serial Number:	87497525	PROMACH BUILT
Serial Number:	87803785	PROMACH PERFORMANCE SERVICES
Registration Number:	3056485	E PAC
Registration Number:	4576966	GARMENT GUARD
Registration Number:	2651721	RENNCO
Registration Number:	4608835	TEKKRA
Registration Number:	3657737	VERTIC L
Registration Number:	2730154	VOYAGER
Registration Number:	3488388	ROBERTS POLYPRO
Registration Number:	2122925	SUPERGLUER
Registration Number:	3033483	SERVO SMARTFEED
Registration Number:	1228907	SHUTTLEWORTH
Registration Number:	2979342	SHUTTLEWORTH
Registration Number:	0992785	SLIP-TORQUE

Property Type	Number	Word Mark
Registration Number:	1698284	SLIP-TRAK
Registration Number:	2850304	SMARTFEED
Registration Number:	1165250	S
Registration Number:	4467658	V-CLEAN
Registration Number:	1694021	TEXWRAP
Registration Number:	2862117	WEILER LABELING SYSTEMS
Registration Number:	4613702	WLS
Serial Number:	87803813	WLS
Registration Number:	4341570	FOWLER
Registration Number:	1881864	TANGENTIAL FOWLER ZALKIN
Registration Number:	1035540	PACE
Registration Number:	4738968	PACE

CORRESPONDENCE DATA

Fax Number: 2028357586

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.

Phone: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Kristin Yohannan, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 30045.98102

NAME OF SUBMITTER: Kristin L. Yohannan

SIGNATURE: /s/ Kristin L. Yohannan

DATE SIGNED: 03/07/2018

Total Attachments: 12

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of March 7, 2018, is made by ALLPAX PRODUCTS LLC, a Louisiana limited liability company, AXON LLC, a North Carolina limited liability company, Benchmark Automation, LLC, a Georgia limited liability company, BRENTON LLC, a Minnesota limited liability company, ID TECHNOLOGY LLC, a Texas limited liability company, Kleenline LLC, a Massachusetts limited liability company, Matrix Packaging Machinery LLC, a Wisconsin limited liability company, OSSID LLC, a North Carolina limited liability company, Pace Packaging LLC, a Delaware limited liability company, Pro Mach, Inc., a Delaware corporation, PROMACH FILLING SYSTEMS, LLC, a California limited liability company, RENNCO LLC, a Michigan limited liability company, Roberts PolyPro Inc., a South Carolina corporation, Shuttleworth LLC, an Indiana limited liability company, Texwrap Packaging Systems LLC, a Missouri limited liability company, WEILER LABELING SYSTEMS, LLC, a Delaware limited liability company and Zalkin Americas LLC, a Delaware limited liability company (each, a “**Grantor**” and collectively, the “**Grantors**”), in favor of U.S. BANK NATIONAL ASSOCIATION, as the Collateral Agent for the Secured Parties (together, with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain Second Lien Security Agreement, dated as of March 7, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (the “**Trademark Collateral**”); provided that “**Trademark Collateral**” shall not include and the Security Interest shall not attach to 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 and acceptance 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 (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

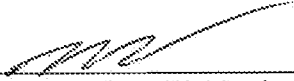
SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

SECTION 7. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

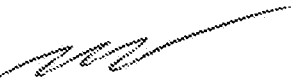
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IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

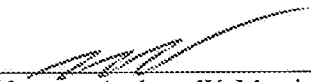
PRO MACH, INC.

By: 
Name: Andrew W. Moeder
Title: Chief Financial Officer, Vice
President, Secretary and Treasurer

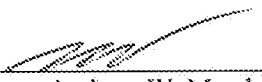
ALLPAX PRODUCTS LLC

By: 
Name: Andrew W. Moeder
Title: Vice President, Secretary and Treasurer

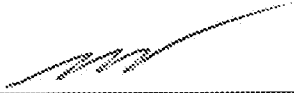
AXON LLC

By: 
Name: Andrew W. Moeder
Title: Vice President, Secretary and Treasurer

BENCHMARK AUTOMATION, LLC

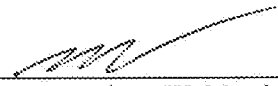
By: 
Name: Andrew W. Moeder
Title: Vice President, Secretary and Treasurer

BRENTON LLC

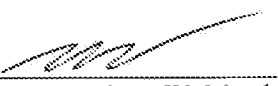
By: 
Name: Andrew W. Moeder
Title: Vice President, Secretary and Treasurer

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

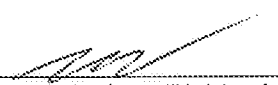
ID TECHNOLOGY LLC

By: 
Name: Andrew W. Moeder
Title: Vice President, Secretary and Treasurer

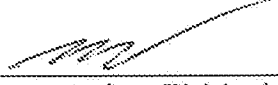
KLEENLINE LLC

By: 
Name: Andrew W. Moeder
Title: Vice President, Secretary and Treasurer

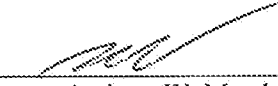
MATRIX PACKAGING MACHINERY LLC

By: 
Name: Andrew W. Moeder
Title: Vice President, Secretary and Treasurer

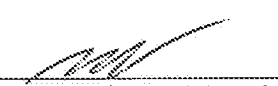
WEILER LABELING SYSTEMS, LLC

By: 
Name: Andrew W. Moeder
Title: Vice President, Secretary and Treasurer

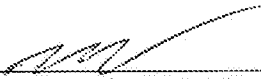
OSSID LLC

By: 
Name: Andrew W. Moeder
Title: Vice President, Secretary and Treasurer

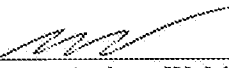
PROMACH FILLING SYSTEMS, LLC

By: 
Name: Andrew W. Moeder
Title: Vice President, Secretary and Treasurer

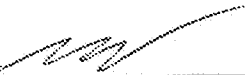
RENNCO LLC

By: 
Name: Andrew W. Moeder
Title: Vice President, Secretary and Treasurer

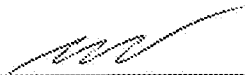
ROBERTS POLYPRO INC.

By: 
Name: Andrew W. Moeder
Title: Vice President, Secretary and Treasurer

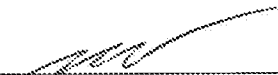
SHUTTLEWORTH LLC

By: 
Name: Andrew W. Moeder
Title: Vice President, Secretary and Treasurer

TEXWRAP PACKAGING SYSTEMS LLC

By: 
Name: Andrew W. Moeder
Title: Vice President, Secretary and Treasurer

ZALKIN AMERICAS LLC

By: 
Name: Andrew W. Moeder
Title: Vice President, Secretary and Treasurer

PACE PACKAGING LLC

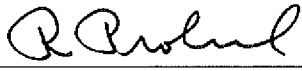
By: 

Name: Andrew W. Moeder

Title: Vice President, Secretary and Treasurer

Accepted and Agreed:

**U.S. BANK NATIONAL ASSOCIATION, as
Collateral Agent**

By: 

Name: Richard Prokosch

Title: Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 006286 FRAME: 0519**

SCHEDULE A

Schedule A-1
to Second Lien Trademark Security Agreement

<u>Owner</u>	<u>Mark</u>	<u>Serial Number / Registration Number</u>	<u>Filing Date</u>
ALLPAX PRODUCTS LLC	ALLPAX	3,039,898	4/23/2003
AXON LLC	AURORA	4,003,841	8/16/2010
AXON LLC	AXON	2,672,169	4/18/2002
AXON LLC	EZ-SEAL	2,351,528	1/21/1999
AXON LLC	LANZARA	4,765,024	6/18/2013
AXON LLC	STYROTECH	1,677,369	5/16/1991
AXON LLC	STYROTECH & Design	1,680,083	5/16/1991
AXON LLC	THERMOJET	4,242,890	6/3/2011
AXON LLC	THERMOPOINT	3,870,596	4/1/2010
AXON LLC	THERMORAY	3,909,314	3/26/2010
BENCHMARK AUTOMATION, LLC	BENCHMARK	4,743,214	10/2/2014
BRENTON LLC	AG 360	5,317,769	2/1/2016
BRENTON LLC	BRENTON	4,320,974	8/23/2012
BRENTON LLC	CURRIE	3,070,208	6/28/2004
BRENTON LLC	CURRIE BY BRENTON	3,380,233	11/22/2006
BRENTON LLC	FLEX SERIES	3,463,782	7/17/2007
BRENTON LLC	ORION	1,522,394	12/4/1986
BRENTON LLC	SENTINEL	4,588,592	1/22/2014
ID TECHNOLOGY LLC	BAGAIRE	3,149,766	11/2/2004
ID TECHNOLOGY LLC	CLEARMARK	App. No. 87/432,780	5/2/2017
ID TECHNOLOGY LLC	EPI	5,068,036	3/18/2016
ID TECHNOLOGY LLC	GENESIS	4,919,146	11/14/2014
ID TECHNOLOGY LLC	GREYDON	5,048,491	1/20/2016
ID TECHNOLOGY LLC	ID TECHNOLOGY & Design	4,352,994	8/23/2012
ID TECHNOLOGY LLC	LOGMATIX	4,402,967	1/29/2013
ID TECHNOLOGY LLC	POWERMERGE	App. No. 87/684,254	11/14/2017

Schedule A-1
to Second Lien Trademark Security Agreement

ID TECHNOLOGY LLC	WINCO ID	4,612,597	10/25/2013
ID TECHNOLOGY LLC	ID TECHNOLOGY	App. No. 87/803,798	2/20/2018
ID TECHNOLOGY LLC	LSI & Design	2,943,824	7/9/2001
KLEENLINE LLC	KLEENLINE	2,581,925	7/9/2001
MATRIX PACKAGING MACHINERY LLC	MATRIX PACKAGING MACHINERY	4,546,016	8/23/2012
MATRIX PACKAGING MACHINERY LLC	METIS	4,593,874	5/7/2013
MATRIX PACKAGING MACHINERY LLC	SMART GATE	4,366,231	9/20/2012
MATRIX PACKAGING MACHINERY LLC	SMARTJAW	4,113,719	6/25/2010
WEILER LABELING SYSTEMS, LLC	AUTO-SERT	2,879,499	8/5/2003
WEILER LABELING SYSTEMS, LLC	BRONCO	App. No. 87/540,207	7/24/2017
WEILER LABELING SYSTEMS, LLC	EASY WRAP (Stylized)	1,498,309	8/25/1986
WEILER LABELING SYSTEMS, LLC	FINAL TOUCH	2,203,162	10/3/1996
WEILER LABELING SYSTEMS, LLC	LABELRITE (Stylized)	523,048	2/6/1948
WEILER LABELING SYSTEMS, LLC	NJM	4,320,708	8/17/2012
WEILER LABELING SYSTEMS, LLC	NJM & Design	4,320,710	8/17/2012
WEILER LABELING SYSTEMS, LLC	NJM CLI PACKAGING SYSTEMS INTERNATIONAL & Design	2,154,309	11/7/1996

WEILER LABELING SYSTEMS, LLC	PONY (Stylized)	381,171	10/15/1936
WEILER LABELING SYSTEMS, LLC	PROMO-SERT	2,495,392	5/17/1999
WEILER LABELING SYSTEMS, LLC	ROTACAP	2,866,876	8/5/2003
WEILER LABELING SYSTEMS, LLC	BELTORQUE	4,063,170	4/26/2011
BRENTON LLC	ORION STYLIZED & LOGO	001629096	4/26/2000
BRENTON LLC	ORION	TMA336412	10/6/1986
OSSID LLC	INTEGRITY	4,388,532	3/28/2011
OSSID LLC	OSSID	1,620,851	1/26/1990
OSSID LLC	OSSID	2,038,230	7/3/1995
OSSID LLC	TRAYVAC	3,514,250	4/24/2006
ProMach Filling Systems, LLC	PACIFIC	5,245,198	12/15/2016
ProMach Filling Systems, LLC	PACK WEST	5,245,199	12/15/2016
ProMach Filling Systems, LLC	FEDERAL	4,342,104	9/26/2012
ProMach Filling Systems, LLC	XACT-FIL	App. No. 87/598,983	9/7/2017
PRO MACH, INC.	PRO MACH	4,341,833	9/18/2012
PRO MACH, INC.	PROCUSTOMER	3,735,081	11/7/2008
PRO MACH, INC.	PROMACH BUILT	App. No. 87/497,525	6/20/2017
PRO MACH, INC.	PROMACH PERFORMANCE SERVICES	App. No. 87/803,785	2/20/2018
RENNCO LLC	E PAC	3,056,485	5/4/2004
RENNCO LLC	GARMENT GUARD	4,576,966	4/23/2013
RENNCO LLC	RENNCO	2,651,721	10/12/2001
RENNCO LLC	TEKKRA	4,608,835	1/16/2014
RENNCO LLC	VERTIC L & Design	3,657,737	1/16/2009
RENNCO LLC	VOYAGER	2,730,154	6/29/2001
ROBERTS POLYPRO, INC.	ROBERTS POLYPRO	3,488,388	1/22/2008
ROBERTS POLYPRO, INC.	SUPERGLUER	2,122,925	5/22/1996
SHUTTLEWORTH LLC	SERVO SMARTFEED	3,033,483	1/2/2004
SHUTTLEWORTH LLC	SHUTTLEWORTH	1,228,907	6/17/1981
SHUTTLEWORTH LLC	SHUTTLEWORTH & Design	2,979,342	10/7/2003
SHUTTLEWORTH LLC	SLIP-TORQUE	992,785	9/4/1973

SHUTTLEWORTH LLC	SLIP-TRAK	1,698,284	9/24/1990
SHUTTLEWORTH LLC	SMARTFEED	2,850,304	11/21/2002
SHUTTLEWORTH LLC	STYLIZED S	1,165,250	9/4/1979
SHUTTLEWORTH LLC	V-CLEAN	4,467,658	11/26/2012
Texwrap Packaging Systems LLC	TEXWRAP	1,694,021	7/15/1991
WEILER LABELING SYSTEMS, LLC	WEILER LABELING SYSTEMS	2,862,117	12/30/2002
WEILER LABELING SYSTEMS, LLC	WLS & Design	4,613,702	3/4/2014
WEILER LABELING SYSTEMS, LLC	WLS	App. No. 87/803,813	2/20/2018
ZALKIN AMERICAS LLC	FOWLER	4,341,570	8/23/2012
ZALKIN AMERICAS LLC	TANGENTIAL FOWLER ZALKIN & Design	1,881,864	3/11/1994
PACE PACKAGING LLC	PACE	1,035,540	6/13/1973
PACE PACKAGING LLC	PACE	4,738,968	10/2/2014