

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Liqui-Box Corporation		12/30/2011	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	BNP Paribas		
Street Address:	100 Crescent Court		
Internal Address:	Suite 500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Bank: FRANCE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1282162	LB	
Registration Number:	1620839	LIQUI-BOX	
Registration Number:	1483499	QC/D	
Registration Number:	3835875	QCD ENCORE	
Registration Number:	3006085	STARASEPT	
Registration Number:	1488503	UNGLASS	
Registration Number:	1177326	HANDI-TAP	
Registration Number:	2110907	MINI-SIP	
Serial Number:	85421058	FLIP-N-SEAL	
CORRESPONDENCE DATA			
Fax Number:	(917)777-4104		
Phone:	212-735-3000		
Email:	robert.wise@skadden.com		

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: 4 Times Square

Address Line 2: Attn: Alvaro Arce

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	055660/133
NAME OF SUBMITTER:	Alvaro Arce
Signature:	/alvaro arce/
Date:	01/10/2012
Total Attachments: 4 source=lac2-673655-1#page1.tif source=lac2-673655-1#page2.tif source=lac2-673655-1#page3.tif source=lac2-673655-1#page4.tif	

GRANT OF TRADEMARK SECURITY INTEREST

This Grant of Trademark Security Interest (this "**Grant of Trademark Security Interest**") is made as of December 30, 2011, by LIQUI-BOX CORPORATION, an Ohio corporation, located at 6950 Worthington-Galena Road, Worthington, Ohio 43085 ("**Grantor**"), in favor of BNP PARIBAS, located at 100 Crescent Court, Suite 500, Dallas, Texas 75201, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**"). Capitalized terms used in this Grant of Trademark Security Interest and not otherwise defined herein have the meanings specified in the Security Agreement (as defined below).

WHEREAS, Liqui-Box, Inc., a Delaware corporation ("**Company**") has entered into a Credit Agreement, dated as of December 30, 2011 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions from time to time party thereto as lenders (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and Secured Party, as Administrative Agent for the Lenders pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "**Lender Swap Agreements**") with one or more Swap Counterparties; and

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of December 30, 2011 (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of December 30, 2011 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Company, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral as hereinafter defined;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to all of the following (including all rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use), in each case whether now or hereafter existing, whether tangible or intangible, whether now owned or hereafter acquired, wherever the same may be located and whether or not subject to the Uniform Commercial Code as it

exists on the date of the Security Agreement, or as it may thereafter be amended in the State of New York (the “**Trademark Collateral**”):

(i) all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, domain names, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto) (collectively, the “**Trademark Registrations**”), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (collectively, the “**Trademark Rights**”), and all goodwill of such Grantor’s business symbolized by the Trademarks, Trademark Registrations and Trademark Rights and associated therewith, including all proceeds thereof (such as, by way of example and not by limitation, license royalties and proceeds of infringement suits); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when any of the foregoing or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything to the contrary contained in clauses (i) and (ii) above, the security interest created by this Grant of Trademark Security Interest shall not extend to intent-to-use Trademark applications unless and until evidence of the use of such Trademark in interstate commerce is submitted to, and accepted by, the U.S. Patent and Trademark Office pursuant to 15 U.S.C. § 1060(a).

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement.

In the event that any provision of this Grant of Trademark Security Interest is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

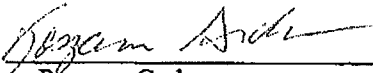
THIS GRANT OF TRADEMARK SECURITY INTEREST AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

This Grant of Trademark Security Interest may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Grant of Trademark Security Interest by signing and delivering one or more counterparts.

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IN WITNESS WHEREOF, Grantor has caused this **GRANT OF TRADEMARK SECURITY INTEREST** to be duly executed and delivered by its officer thereunto duly authorized as of the date first set forth above.

LIQUI-BOX CORPORATION

By: 
Name: Roszann Graham
Title: Authorized Signatory

Grant of Trademark Security Interest

TRADEMARK
REEL: 004694 FRAME: 0985

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Application Number/Application Date</u>	<u>Registration Number/Registration Date</u>
Liqui-Box Corporation	LB logo	73407883 (1/3/1983)	1282162 (6/19/1984)
Liqui-Box Corporation	LIQUI-BOX	73838585 (11/13/1989)	1620839 (11/6/1990)
Liqui-Box Corporation	QC/D	73675826 (7/31/1987)	1483499 (4/5/1988)
Liqui-Box Corporation	QCD ENCORE	77683386 (3/4/2009)	3835875 (8/17/2010)
Liqui-Box Corporation	STARASEPT	75796539 (9/10/1999)	3006085 (10/11/2005)
Liqui-Box Corporation	UNGLASS	73674511 (7/27/1987)	1488503 (5/17/1988)
Liqui-Box Corporation	FLIP-N-SEAL	85421058 (9/14/2007)	N/A
Liqui-Box Corporation	HANDI-TAP	73289643 (12/15/1980)	1177326 (11/10/1981)
Liqui-Box Corporation	MINI-SIP	74377005 (4/8/1993)	2110907 (11/4/1997)