

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Span Packaging Services LLC		06/14/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company, as Administrative Agent		
Street Address:	70 W. Madison, Suite 200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	Bank: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4082433		
CORRESPONDENCE DATA			
Fax Number:	3146127874		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	314-444-7600		
Email:	tbranson@lewisrice.com		
Correspondent Name:	Terri Branson		
Address Line 1:	600 Washington Ave., Suite 2500		
Address Line 2:	Lewis, Rice & Fingersh, L.C.		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	109665.56103		
NAME OF SUBMITTER:	Terri Branson		
Signature:	/Terri Branson/		

OP \$40.00 4082433

Date:

06/14/2012

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is dated as of June 14, 2012, and is by Span Packaging Services LLC, a Delaware limited liability company ("Grantor"), in favor of The PrivateBank and Trust Company, as Administrative Agent for itself and the other Lenders ("Administrative Agent").

RECITALS

A. Grantor, Multi-Pack LLC, a Delaware limited liability company, Multi-Pack Solutions LLC, a Delaware limited liability company, and Automated Packaging LLC, a Delaware limited liability company (collectively, "Borrower"), Administrative Agent, The PrivateBank and Trust Company as a Lender, and the other Lenders party thereto from time to time have entered into a Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Lenders have agreed to make loans to Grantor and the Letter of Credit Issuer has agreed to issue letters of credit on behalf of Borrower.

B. Pursuant to the Loan Agreement, Grantor is required to execute and deliver this Agreement to Administrative Agent.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Administrative Agent a security interest and Lien in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment and performance of the Obligations.

AGREEMENT

In consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantor does hereby grant to Administrative Agent, a continuing security interest and Lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired to secure the payment and performance of the Obligations:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 (items 1 through 3 being herein collectively referred to as the


“Trademark Collateral”). Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office (“PTO”) on the basis of any Grantor’s intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and Lien is granted in conjunction with the security interests and Liens granted to Administrative Agent pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interests and Liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

[signature page follows]

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Span Packaging Services LLC,
a Delaware limited liability company

By: 
Print Name: Brian Lovett
Title: Vice President

Acknowledged:

The PrivateBank and Trust Company,
as Administrative Agent

By: 
Name: Ed Dehner
Title: Managing Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Mark	Application (Serial)/ Registration No.	Date of Filing/Registration	Last Reported Owner
DESIGN ONLY	Registration No. 4,082,433	1/10/2012	Span Packaging Services LLC