

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
Allpak Container, Inc.		12/12/2012	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Union Bank, N.A.		
Street Address:	445 South Figueroa St.		
Internal Address:	13th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3378539	THE ONLY ONE	
Registration Number:	3407952	A T	
Registration Number:	3433066	CUSHIONFOLD	
Registration Number:	4122739	ALLPAKTROJAN	
Registration Number:	4230557	ALLPAKTROJAN PRINT+PACKAGING+DISPLAY	
Serial Number:	85679467	LIQUICORR	
CORRESPONDENCE DATA			
Fax Number:	2148558200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	candersen@fulbright.com		
Correspondent Name:	Erin B. Frazier		
Address Line 1:	2200 Ross Avenue, Suite 2800		
Address Line 2:	Fulbright & Jaworski L.L.P.		
Address Line 4:	Dallas, TEXAS 75201-2784		

OP \$165.00 3378539

ATTORNEY DOCKET NUMBER:	11212515
NAME OF SUBMITTER:	Chris Andersen
Signature:	/chris andersen/
Date:	12/19/2012
Total Attachments: 7 source=UB_Allpak - IP Security Agreement#page1.tif source=UB_Allpak - IP Security Agreement#page2.tif source=UB_Allpak - IP Security Agreement#page3.tif source=UB_Allpak - IP Security Agreement#page4.tif source=UB_Allpak - IP Security Agreement#page5.tif source=UB_Allpak - IP Security Agreement#page6.tif source=UB_Allpak - IP Security Agreement#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), is made as of December 12, 2012, by ALLPAK CONTAINER, INC., a Washington corporation ("Allpak"), and TROJAN LITHOGRAPH CORPORATION, a Washington corporation ("Trojan", together with Allpak, the "Grantors"), for the benefit of UNION BANK, N.A., as bank (in such capacity, "Bank").

WITNESSETH:

WHEREAS, the Grantors party thereto as borrowers and Bank have entered into that certain Loan and Security Agreement of even date herewith (as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Loan Agreement", all capitalized terms used herein but not otherwise defined herein shall be used as defined in the Loan Agreement); and

WHEREAS, under the terms of the Loan Agreement, the Grantors have granted to Bank a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to Bank a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- a) the patents and patent applications set forth in Schedule A hereto (the "Patents");
- b) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "Trademarks");
- c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");
- d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

- e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to Bank under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 4. Execution in Counterparts. This 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.

SECTION 5. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Bank with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

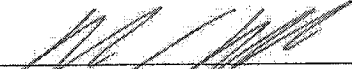
SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantors and Bank have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

ALLPAK CONTAINER, INC.

By: 
Name: Wayne Millage
Title: President

TROJAN LITHOGRAPH CORPORATION

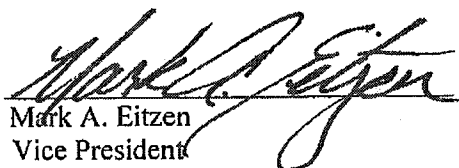
By: 
Name: Wayne Millage
Title: President

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 004926 FRAME: 0137

BANK:

UNION BANK, N.A.

By: 
Name: Mark A. Eitzen
Title: Vice President

Signature Page to Intellectual Property Security Agreement

Schedule A

Patents


PATENTS:

Company or Affiliate	Patent	Country	Application No. or Patent No.	Application Filing Date or Issue Date
Allpak Container Inc.	DISPLAYS AND METHODS FOR MONITORING PRINT REGISTRATION	US	App. No. 61/560,999	Filing Date: 11/17/2011
Assignment to Allpak Container Inc. pending	MULTIPLY CORRUGATED SIDEWALL CONTAINER	US	App. No. 61/648,549	Filing Date: 05/17/2012
Allpak Container Inc.	APPARATUS AND METHODS FOR ASSEMBLING PACKAGING SUPPORTS AND INTERNAL PACKAGING	US	App. No. 61/717,102	Filing Date: 10/22/2012

Schedule B

Trademarks

TRADEMARKS:

Company or Affiliate	Trademark	Country	Application No. or Registration No.	Application Filing Date or Registration Date
Allpak Container Inc.	THE ONLY ONE (word)	US	Reg. No. 3,378,539	Reg. Date: 02/05/2008
Allpak Container Inc.	 A T (design)	US	Reg. No. 3,407,952	Reg. Date: 04/08/2008
Allpak Container Inc.	CUSHIONFOLD (word)	US	Reg. No. 3,433,066	Reg. Date: 05/20/2008
Allpak Container Inc.	CUSHIONFOLD (word)	Canada	Reg. No. TMA751394	Reg. Date: 10/28/2009
Allpak Container Inc.	ALLPAKTROJAN (word)	US	Reg. No. 4,122,739	Reg. Date: 04/03/2012
Allpak Container Inc.	AllpakTrojan <small>print + packaging + display</small> ALLPAKTROJAN print+packaging+display (design)	US	Reg. No. 4,230,557	Reg. Date: 10/23/2012
Allpak Container Inc.	LIQUICORR (word)	US	App. No. 85/679,467	Filing Date: 07/17/2012

Schedule C

Copyrights

None.