

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
C. P. Converters, Inc.		12/20/2012	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as agent		
Street Address:	111 W. Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Canadian chartered bank acting through its Chicago branch: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2677415	FLEXIBLE PACKAGING	
Registration Number:	2671856	FLEXIBLE PACKAGING	
Registration Number:	2639493	CP	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312 558-6352		
Email:	lkonrath@winston.com		
Correspondent Name:	Laura Konrath		
Address Line 1:	35 W Wacker Drive		
Address Line 2:	Winston & Strawn LLP, Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	13757-7		
NAME OF SUBMITTER:	Laura Konrath		

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Signature:	/Laura Konrath/
Date:	01/16/2013
Total Attachments: 5 source=ConvertersBMOTrademarkSecurityAg#page1.tif source=ConvertersBMOTrademarkSecurityAg#page2.tif source=ConvertersBMOTrademarkSecurityAg#page3.tif source=ConvertersBMOTrademarkSecurityAg#page4.tif source=ConvertersBMOTrademarkSecurityAg#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of December 20, 2012 (this "Agreement") is made between C. P. CONVERTERS, INC., a Pennsylvania corporation (the "Company"), and BANK OF MONTREAL ("BMO"), as Administrative Agent (as defined below).

W I T N E S S E T H :

WHEREAS, the Company, C. P. Converters Acquisition, Inc., various financial institutions and BMO, as administrative agent (in such capacity, the "Administrative Agent"), have entered into a Credit Agreement dated as of December 20, 2012 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, the Company and various of its affiliates from time to time parties thereto have entered into a Security Agreement dated as of the date hereof, with the Administrative Agent for the benefit of itself and the other Credit Providers (as amended, supplemented, restated, replaced or otherwise modified from time to time, the "Security Agreement").

NOW, THEREFORE, for and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. To secure payment of all of the Secured Obligations, the Company hereby grants to the Administrative Agent, for the benefit of the Credit Providers, a lien on and security interest in, and acknowledges and agrees that the Administrative Agent has and shall continue to have, for the benefit of the Credit Providers, a continuing lien on and security interest in, all right, title and interest, whether now owned or existing or hereafter created, acquired or arising, in and to the following Collateral (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (a) all trademark registrations and trademark applications (collectively, "Trademarks"), in each case now existing anywhere in the world or hereafter adopted or acquired, including those referred to in Attachment 1 hereto;
- (b) all reissues, reexaminations, extensions or renewals of any of the items described in clause (a);
- (c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a); and
- (d) all proceeds of, and rights associated with, the foregoing, including any claim by the Company against third parties for past, present, or future infringement or dilution of any Trademark, or for any injury to the goodwill associated with the use of any Trademark or for enforcement of any Trademark.

Notwithstanding the foregoing, no grant of any lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application until such time as a statement of use has

been filed and accepted by the United States Patent and Trademark Office with respect to such application.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Company for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each other Credit Provider pursuant to the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each other Credit Provider thereunder) shall remain in full force and effect in accordance with its terms.

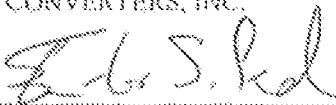
SECTION 4. Release of Security Interest. Upon the date on which all of the Secured Obligations (other than L/C Obligations that have been fully Cash Collateralized and contingent indemnification obligations to the extent no claim giving rise thereto has been asserted) have been paid in full in cash and each Lender's Commitment has been terminated, the Administrative Agent shall, at the Company's expense, execute and deliver to the Company all instruments and other documents, and take all other actions reasonably requested by the Company, as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder and to record such release in the United States Patent and Trademark Office.

SECTION 5. Acknowledgment. The Company hereby further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the lien on and security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

C. P. CONVERTERS, INC.

By: 

Name: Emilio S. Pedroni

Its: Vice President and Assistant Secretary

Address:

C. P. Converters, Inc.

(d/b/a C-P Flexible Packaging)

15 Grumbacher Road

York, PA 17406

E-mail: afvaudo@comcast.net

Facsimile: (717) 581-0107

Attn: Anthony F. Vaudo

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

BANK OF MONTREAL, as Administrative Agent

By: 

Name: Dan Weeks

Its: Vice President

Address:

Bank of Montreal
111 West Monroe
Chicago, Illinois 60603
Attention: Dan M. Weeks
Facsimile No.(312) 461-2591
Telephone No(312)461-1533
Email: Dan.weeks@bmo.com

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004943 FRAME: 0811

ATTACHMENT 1
to Trademark Security Agreement

Company	Trademark or Service Mark
C. P. Converters, Inc.	Registered Mark: FLEXIBLE PACKAGING (DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS) US Registration Number: 2677415 Filed: 2/13/2002 Date of First Use in Commerce: 1/25/2002 Goods: IC 040. US 100 103 106. G & S: manufacture of packaging materials to the order and specification of others. Record Owner: C-P Converters, Inc.
	Registered Mark: FLEXIBLE PACKAGING (DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS) US Registration Number: 2671856 Filed: 2/13/2002 Date of First Use in Commerce: 1/25/2002 Goods: IC 040. US 100 103 106. G & S: manufacture of packaging materials to the order and specification of others. Record Owner: C-P Converters, Inc.
	Registered Mark: CP (DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS) US Registration Number: 2639493 Filed: 2/13/2002 Date of First Use in Commerce: 1/7/2002 Goods: IC 040. US 100 103 106. G & S: manufacture of packaging materials to the order and specification of others Record Owner: C-P Converters, Inc.

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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