

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
Berlin Packaging L.L.C.		04/03/2013	LIMITED LIABILITY COMPANY: DELAWARE
All-Pak, LLC		04/03/2013	LIMITED LIABILITY COMPANY: DELAWARE
Continental Packaging Solutions, Inc.		04/03/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A., as collateral agent
Street Address:	101 N. Tryon St.
Internal Address:	Mail Code NC1-002-15-36
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	Association: UNITED STATES

**PROPERTY NUMBERS Total: 25**

Property Type	Number	Word Mark
Registration Number:	797361	ALL-PAK INC.
Registration Number:	1537983	BOTTLE BEAKER
Registration Number:	1895155	KAPTCLEAN
Registration Number:	1460099	PH7
Registration Number:	1185843	QORPAK
Registration Number:	1568001	QORPAK
Registration Number:	1294346	STURDEESEAL
Registration Number:	1342739	STURDEESEAL
Registration Number:	2757139	WHERE PERFORMANCE IS PART OF THE PACKAGE
Registration Number:	2089217	WORKING GLASS

CH \$640.00 797361

Registration Number:	1568401	
Registration Number:	1450827	
Registration Number:	2889395	ANYTHING IS POSSIBLE
Registration Number:	1780321	BERLIN
Registration Number:	2497782	FREUND CONTAINER
Registration Number:	2997873	FREUND CONTAINER
Registration Number:	4150434	HYBRID PACKAGING SUPPLIER
Registration Number:	4055027	CONTINENTAL PACKAGING SOLUTIONS
Registration Number:	2087109	ONE CALL BRINGS IT ALL!
Registration Number:	4055028	
Registration Number:	4148573	
Registration Number:	1658239	UNITED STATES CONTAINER CORPORATION
Registration Number:	2713834	U.S. CONTAINER
Registration Number:	2161432	
Registration Number:	4101834	SUNBURST BOTTLE COMPANY

**CORRESPONDENCE DATA**

Fax Number: 3026365454

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

Phone: 800-927-9801 x 62348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	595390-4
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	04/08/2013

**Total Attachments: 8**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

- 1. Berlin Packaging L.L.C.
- 2. All-Pak, LLC
- 3. Continental Packaging Solutions, Inc.

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other 1. LLC 2. LLC 3. Corporation - DE

Citizenship (see guidelines) USA-DE

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) April 3, 2013

- Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  
 No

Name: Bank of America, N.A., as collateral agent

Street Address: 101 N. Tryon St. Mail Code NC1-002-15-38

City: Charlotte

State: NC

Country: USA Zip: 28255-0001

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship USA  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

25

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

April 3, 2013

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## **Second Lien Trademark Security Agreement**

**Second Lien Trademark Security Agreement**, dated as of April 3, 2013, by BERLIN PACKAGING L.L.C., ALL-PAK, LLC and CONTINENTAL PACKAGING SOLUTIONS, INC. (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Second Lien Credit Agreement (in such capacity, the “Collateral Agent”).

### WITNESSETH:

WHEREAS, each Grantor is party to a Second Lien Guarantee and Collateral Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Second Lien Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the obligations under the Second Lien Credit Agreement and termination of the Guarantee and Collateral Agreement, the Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in

writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien Trademark Security Agreement 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 Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

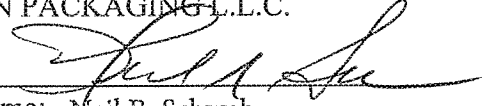
SECTION 6. Second Priority Nature of Liens. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement shall be a second priority lien on and security interest in Collateral and the exercise of any right or remedy by the Collateral Agent hereunder is subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[signature page follows]

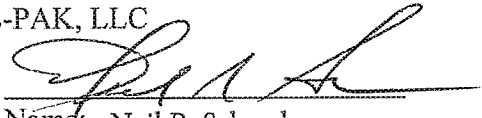
IN WITNESS WHEREOF, Grantors have caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

Very truly yours,

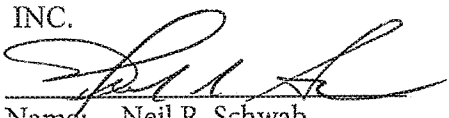
BERLIN PACKAGING L.L.C.

By:   
Name: Neil R. Schwab  
Title: Vice President and Chief Financial Officer

ALL-PAK, LLC

By:   
Name: Neil R. Schwab  
Title: Secretary

CONTINENTAL PACKAGING SOLUTIONS,  
INC.

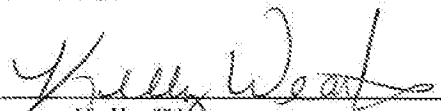
By:   
Name: Neil R. Schwab  
Title: Vice President, Secretary and Treasurer

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005000 FRAME: 0081**

Accepted and Agreed:


BANK OF AMERICA, N.A.,  
as Collateral Agent

By:   
Name: Kelly Weaver  
Title: AVP

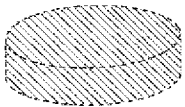
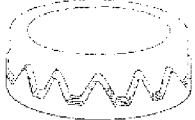

[Signature Page to Second Lien Trademark Security Agreement]





**SCHEDULE I**  
**to**  
**SECOND LIEN TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

U.S. Federal Trademarks

Mark	Serial/ Registration Number	Filing/ Registration Date	Goods/ Services	Owner	Status
	Serial No. 72/180,697 Reg. No. 797,361	Filing Date 12/4/1963 Reg. Date 10/5/1965	Int'l Cl. 42 – container distributorship services, solving packaging problems, and locating the proper material for packaging various liquids and solids	All-Pak, LLC	Registered
BOTTLE BEAKER	Serial No. 73/709,008 Reg. No. 1,537,983	Filing Date 2/1/1988 Reg. Date 5/9/1989	Int'l Cl. 9 – laboratory measuring bottles having milliliter and ounce graduations	All-Pak, LLC	Registered
KAPTCLEAN	Serial No. 74/517,247 Reg. No. 1,895,155	Filing Date 4/26/1994 Reg. Date 5/23/1995	Int'l Cl. 21 – pre-cleaned glass or plastic bottles with caps attached	All-Pak, LLC	Registered
PH7	Serial No. 73/651,752 Reg. No. 1,460,099	Filing Date 3/27/1987 Reg. Date 10/6/1987	Int'l Cl. 21 - bottles	All-Pak, LLC	Registered
QORPAK	Serial No. 73/310,750 Reg. No. 1,185,843	Filing Date 5/18/1981 Reg. Date 1/12/1982	Int'l Cl. 21 - bottles	All-Pak, LLC	Registered
QORPAK	Serial No. 73/594,614 Reg. No. 1,568,001	Filing Date 4/21/1986 Reg. Date 11/28/1989	Int'l Cl. 9 – laboratory equipment, comprising disposable weighing dishes for handling liquids and solids during the weighing, dispensing and storing processes Int'l Cl. 16 – fiberboard specimen mailers for bottles Int'l Cl. 20 – plastic or metal closures for containers	All-Pak, LLC	Registered
STURDEESEAL	Serial No. 73/402,965 Reg. No. 1,294,346	Filing Date 11/17/1982 Reg. Date 9/11/1984	Int'l Cl. 21 – closures for containers	All-Pak, LLC	Registered
STURDEESEAL	Serial No. 73/506,462 Reg. No. 1,342,739	Filing Date 10/31/1984 Reg. Date 6/18/1985	Int'l Cl. 21 – plastic and glass containers and insulation therefore for the shipment of hazardous material	All-Pak, LLC	Registered
WHERE PERFORMANCE IS PART OF THE PACKAGE	Serial No. 76/339,672 Reg. No. 2,757,139	Filing Date 11/20/2001 Reg. Date 8/26/2003	Int'l Cl. 6 – containers for commercial use, namely metal caps, metal bottles, metal containers, pails and drums for storage and transportation of goods Int'l Cl. 20 – packing containers of plastic material Int'l Cl. 21 – bottles namely bottles sold empty	All-Pak, LLC	Registered
WORKING GLASS	Serial No. 75/152,638 Reg. No. 2,089,217	Filing Date 8/19/1996 Reg. Date 8/19/1997	Int'l Cl. 21 – bottles sold empty for commercial and industrial uses	All-Pak, LLC	Registered



Mark	Serial/ Registration Number	Filing/ Registration Date	Goods/ Services	Owner	Status
 The color "green"	Serial No. 73/712,650 Reg. No. 1,568,401	Filing Date 2/22/1988 Reg. Date 11/28/1989	Int'l Cl. 20 – polytetrafluoroethylene-lined plastic closures for bottles and containers	All-Pak, LLC	Registered
	Serial No. 73/600,040 Reg. No. 1,450,827	Filing Date 5/21/1986 Reg. Date 8/4/1987	Int'l Cl. 20 – plastic closures for containers	All-Pak, LLC	Registered
ANYTHING IS POSSIBLE	Serial No. 75/733,224 Reg. No. 2,889,395	Filing Date 6/21/1999 Reg. Date 9/28/2004	Int'l Cl. 6 – metal container closures and caps for packaging products, etc. Int'l Cl. 20 – non-metal container closures and caps made of glass and plastic, etc. Int'l Cl. 35 – distributorships in the field of packaging products, etc.	Berlin Packaging, L.L.C.	Registered
BERLIN	Serial No. 74/159,244 Reg. No. 1,780,321	Filing Date 4/22/1991 Reg. Date 7/6/1993	Int'l Cl. 21 – packaging products; namely, glass used as containers for food; for cosmetics; for veterinary supplies; for vitamins; and for other materials	Berlin Packaging, L.L.C.	Registered
FREUND CONTAINER	Serial No. 75/906,130 Reg. No. 2,497,782	Filing Date 1/31/2000 Reg. Date 10/16/2001	Int'l Cl. 6 – metal drums, cans, pails and containers for the storage and transportation of goods and materials Int'l Cl. 16 – paper and cardboard boxes, cartons and containers, etc. Int'l Cl. 21 – glass and plastic bottles, jars and jugs, etc.	Berlin Packaging, L.L.C.	Registered
	Serial No. 78/457,087 Reg. No. 2,997,873	Filing Date 7/27/2004 Reg. Date 9/20/2005	Int'l Cl. 6 – metal drums, cans, pails and containers for the storage and transportation of goods and materials Int'l Cl. 16 – paper and cardboard boxes, cartons, etc. Int'l Cl. 21 – glass and plastic bottles, jars, and jugs, etc.	Berlin Packaging, LLC	Registered
HYBRID PACKAGING SUPPLIER	Serial No. 77/610,169 Reg. No. 4,150,434	Filing Date 11/7/2008 Reg. Date 5/29/2012	Int'l Cl. 16 – packaging products, namely paper and cardboard boxes, etc. Int'l Cl. 20 – non-metal drums sold empty for the storage and transportation of goods Int'l Cl. 21 – packaging products, namely glass and plastic bottles, etc. Int'l Cl. 35 – distributorship services in the field of packaging products Int'l Cl. 42 – consultation services in the design of packaging products	Berlin Packaging, L.L.C.	Registered
CONTINENTAL PACKAGING SOLUTIONS	Serial No. 85/137,730 Reg. No. 4,055,027	Filing Date 9/24/2010 Reg. Date 11/15/2011	Int'l Cl. 35 – wholesale distributorship services in the field of product packaging, etc. Int'l Cl. 42 – design services in the field of product packaging	Continental Packaging Solutions	Registered

Mark	Serial/ Registration Number	Filing/ Registration Date	Goods/ Services	Owner	Status
ONE CALL BRINGS IT ALL!	Serial No. 75/065,133 Reg. No. 2,087,109	Filing Date 2/29/1996 Reg. Date 8/12/1997	Int'l Cl. 42 - wholesale distributorship in the fields of glass containers, plastic containers, etc.	Continental Packaging Solutions, Inc.	Registered
	Serial No. 85/137,765 Reg. No. 4,055,028	Filing Date 9/24/2010 Reg. Date 11/15/2011	Int'l Cl. 35 - wholesale distributorship services in the field of product packaging, etc. Int'l Cl. 42 - design services in the field of product packaging	Continental Packaging Solutions	Registered
	Serial No. 85/137,806 Reg. No. 4,148,573	Filing Date 9/24/2010 Reg. Date 5/29/2012	Int'l Cl. 20 - plastic containers for commercial packaging in the nature of bottles, jars, tubes, packettes, and spray pumps	Continental Packaging Solutions	Registered
UNITED STATES CONTAINER CORPORATION	Serial No. 74/041,719 Reg. No. 1,658,239	Filing Date 3/23/1990 Reg. Date 9/24/1991	Int'l Cl. 42 - distributorship services in the field of pails, cans, drums, bottles, and containers	Berlin Packaging L.L.C. <sup>1</sup>	Registered
U.S. CONTAINER	Serial No. 75/833,143 Reg. No. 2,713,834	Filing Date 10/27/1999 Reg. Date 5/6/2003	Int'l Cl. 35 - distributorships in the field of bottles, pails, cans, drums, and containers	Berlin Packaging L.L.C. <sup>2</sup>	Registered
	Serial No. 75/190,224 Reg. No. 2,161,432	Filing Date 10/31/1996 Reg. Date 6/2/1998	Int'l Cl. 35 - distributorship services in the field of pails, cans, drums, bottles, and containers	Berlin Packaging L.L.C. <sup>3</sup>	Registered
	Serial No. 85/348,923 Reg. No. 4,101,834	Filing Date 6/17/2011 Reg. Date 2/21/2012	Int'l Cl. 35 - wholesale distributorship featuring bottles, containers, and bottle and container accessories	Berlin Packaging L.L.C. <sup>4</sup>	Registered

U.S. State and International Trademarks - None.

<sup>1</sup> Record owner is United States Container Corporation ("USCC"). Berlin Packaging L.L.C. purchased substantially all of the assets of USCC, including this mark, in October 2012.

<sup>2</sup> Record owner is United States Container Corporation ("USCC"). Berlin Packaging L.L.C. purchased substantially all of the assets of USCC, including this mark, in October 2012.

<sup>3</sup> Record owner is United States Container Corporation ("USCC"). Berlin Packaging L.L.C. purchased substantially all of the assets of USCC, including this mark, in October 2012.

<sup>4</sup> Record owner is Sunburst Bottle, LLC ("Sunburst"). Berlin Packaging L.L.C. purchased substantially all of the assets of Sunburst, including this mark, in October 2012.