

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spirit Foodservice, Inc.		04/09/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	The Bank of New York Mellon
Street Address:	101 Barclay Street, 4E
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	banking corporation: UNITED STATES

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	3995263	SIDE KICK
Registration Number:	4064423	SIDEKICK
Registration Number:	0588761	SPIR-IT
Registration Number:	0719237	STIRSTIC
Serial Number:	85663364	FORKSTIR

CORRESPONDENCE DATA	
Fax Number:	2129096836
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	212-909-6000
Email:	trademarks@debevoise.com
Correspondent Name:	Catherine T. Kiwala, Esq.
Address Line 1:	919 Third Avenue
Address Line 2:	Debevoise & Plimpton LLP
Address Line 4:	New York, NEW YORK 10022

CH \$140.00 3995263

ATTORNEY DOCKET NUMBER:	23091-1147
NAME OF SUBMITTER:	Catherine T. Kiwala
Signature:	/Catherine T. Kiwala/
Date:	04/09/2013
Total Attachments: 6 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT dated as of April 9, 2013 (this "Agreement"), between Spirit Foodservice, Inc. (the "U.S. Grantor") and The Bank of New York Mellon, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Collateral Agreement dated as of November 5, 2009 (as amended, restructured, renewed, novated, supplemented, restated, replaced or otherwise modified from time to time, the "Collateral Agreement"), among Reynolds Group Holdings Inc. ("RGHI"), Pactiv LLC (f/k/a Pactiv Corporation) ("Pactiv"), Reynolds Consumer Products Holdings LLC (f/k/a Reynolds Consumer Products Holdings Inc.) (the "U.S. Term Borrower") and, together with RGHI and Pactiv, the "U.S. Term Borrowers"), Closure Systems International Holdings Inc. (together with the U.S. Term Borrowers, the "Borrowers"), Reynolds Group Issuer LLC (the "U.S. Issuer"), Reynolds Group Issuer Inc. (the "U.S. Co-Issuer" and, together with the U.S. Issuer, the "Issuers"), the Subsidiaries (as defined in the Credit Agreement) of Reynolds Group Holdings Limited ("Holdings") from time to time party thereto and the Collateral Agent (as defined therein), (b) the Third Amended and Restated Credit Agreement dated as of September 28, 2012 (as amended, extended, restructured, renewed, novated, supplemented, restated, refunded, replaced or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the European Borrowers (as defined therein), Holdings, the guarantors from time to time party thereto, the lenders from time to time party thereto (the "Lenders") and Credit Suisse AG, as administrative agent, (c) the Indenture dated as of October 15, 2010 (as amended, extended, restructured, renewed, refunded, novated, supplemented, restated, replaced or otherwise modified from time to time, the "2010 Senior Secured Notes Indenture") among RGHL US Escrow I Inc., RGHL US Escrow I LLC and RGHL Escrow (Luxembourg) I S.A. (the "Escrow Issuers"), The Bank of New York Mellon as trustee, principal paying agent, registrar, transfer agent and collateral agent, The Bank of New York Mellon, London Branch as paying agent and Wilmington Trust (London) Limited as additional collateral agent, (d) the Indenture dated as of February 1, 2011 (as amended, extended, restructured, renewed, refunded, novated, supplemented, restated, replaced or otherwise modified from time to time, the "February 2011 Senior Secured Notes Indenture") among Reynolds Group Issuer LLC, Reynolds Group Issuer Inc., Reynolds Group Issuer (Luxembourg) S.A., the Senior Secured Note Guarantors (as defined therein), The Bank of New York Mellon, as trustee, principal paying agent, registrar, transfer agent and collateral agent, Wilmington Trust (London) Limited, as additional collateral agent and The Bank of New York Mellon, London Branch, as paying agent, (e) the Indenture dated as of August 9, 2011 (as amended, extended, restructured, renewed, refunded, novated, supplemented, restated, replaced or otherwise modified from time to time, the "August 2011 Senior Secured Notes Indenture") among RGHL US Escrow II LLC, RGHL US Escrow II Inc., The Bank of New York Mellon, as trustee, principal paying agent, registrar, transfer agent and collateral agent, Wilmington Trust (London) Limited, as additional collateral agent and The Bank of New York Mellon, London Branch, as paying agent, and (f) the Indenture dated as of September 28, 2012 (as amended, extended, restructured, renewed, refunded, novated, supplemented, restated, replaced or otherwise modified from time to time, the "2012 Senior Secured Notes Indenture") among the Reynolds Group Issuer Inc., Reynolds Group Issuer (Luxembourg) S.A., the guarantors party thereto, The Bank of New York Mellon, as trustee, principal paying agent, transfer agent, registrar and collateral Agent, The Bank of New York Mellon, London Branch, as paying agent and Wilmington Trust (London) Limited, as additional

collateral agent. The Lenders have agreed to extend credit to the Borrowers pursuant to, and upon the terms and conditions specified in, the Credit Agreement. The 2010 Senior Secured Note Holders (each "Holder" under, and as defined in, the 2010 Senior Secured Notes Indenture) have agreed to extend credit to the Escrow Issuers pursuant to, and upon the terms and conditions specified in, the 2010 Senior Secured Notes Indenture. The February 2011 Senior Secured Note Holders (each "Holder" under, and as defined in, the February 2011 Senior Secured Notes Indenture) have agreed to extend credit to the Escrow Issuers pursuant to, and upon the terms and conditions specified in, the February 2011 Senior Secured Notes Indenture. The August 2011 Senior Secured Note Holders (each "Holder" under, and as defined in, the August 2011 Senior Secured Notes Indenture) have agreed to extend credit to the Escrow Issuers pursuant to, and upon the terms and conditions specified in, the August 2011 Senior Secured Notes Indenture. The 2012 Senior Secured Note Holders (each "Holder" under, and as defined in, the 2012 Senior Secured Notes Indenture) have agreed to extend credit to the Issuers pursuant to, and upon the terms and conditions specified in, the 2012 Senior Secured Notes Indenture. The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified pursuant to the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. The U.S. Grantor hereby assigns and pledges to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a Security Interest in all of the U.S. Grantor's right, title or interest in, to and under all of the Trademarks of the U.S. Grantor (including those listed on Schedule I hereto) now owned or at any time hereafter acquired by the U.S. Grantor or in which the U.S. Grantor now has or at any time in the future may acquire any right, title or interest as security for the payment or performance, as the case may be, in full of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the parties hereto for the purpose of recording the grant of the Security Interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions set forth in the Collateral Agreement.

SECTION 4. Collateral Agreement. The U.S. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademarks are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other customary means

of electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. **THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SPIRIT FOODSERVICE, INC.

By:



Name: Joseph Doyle
Title: Assistant Secretary

THE BANK OF NEW YORK
MELLON, as Collateral Agent

By:

A handwritten signature in cursive script, appearing to read "Catherine F. Donohue", written over a horizontal line.

Name: Catherine F. Donohue

Title: Vice President

Schedule I

Trademarks

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
SIDE KICK	85147427	10/7/2010	3995263	7/12/2011
SIDEKICK	85121814	9/2/2010	4064423	11/29/2011
SPIR-IT	71648968	6/17/1953	0588761	4/20/1954
STIRSTIC	72103814	9/1/1960	0719237	8/1/1961

Applications

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
FORKSTIR	85663364	6/27/2012	-	-