

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
Packaging Coordinators, LLC		05/10/2013	LIMITED LIABILITY COMPANY: DELAWARE
AndersonBrecon Inc.		05/10/2013	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2744906	DELPOUCH	
Registration Number:	3392953	DELSTRIP	
Registration Number:	3412228	HINGEPAC	
Registration Number:	4237920	ANDERSONBRECON	
Registration Number:	3998324	ASSURADOSE	
Registration Number:	3554547	CIAB	
Registration Number:	3561501	COMPLIANCE IN A BOTTLE	
Registration Number:	4002596	DURAPAC	
Registration Number:	3994132	INTUIDOSE	
Registration Number:	3998325	INTUIPAC	
Registration Number:	3998323	INTUIPAC ACHIEVE	
Registration Number:	3998322	INTUIPAC ASCEND	

Serial Number:	76700134	ECOPAC
Serial Number:	85711488	PCI
Serial Number:	85711500	PACKAGING COORDINATORS, INC.

CORRESPONDENCE DATA

Fax Number: 4045725100

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

Email: mrussell@kslaw.com

Correspondent Name: King & Spalding

Address Line 1: 1180 Peachtree Street

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09642.015042
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NAME OF SUBMITTER:	Mark Russell
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Signature:	/Mark Russell/
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Date:	05/10/2013
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 10, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 10, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of May 10, 2013 (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") by the Credit Parties in favor of Agent, to guarantee the Obligations of the Borrower; and

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Any capitalized terms used herein without definition has the meanings provided for such term in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral");

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no Lien on or security interest in any “intent to use” Trademark application shall be deemed granted until such time, if any, as a statement of use has been filed with and accepted by the U.S. Patent and Trademark Office.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Trademark Security Agreement and the provisions of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PACKAGING COORDINATORS, LLC

as Grantor

By: 

Name: William T. Mitchell, III

Title: President and Chief Executive

ANDERSONBRECON INC.

as Grantor

By: 

Name: William T. Mitchell, III

Title: President and Chief Executive

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005025 FRAME: 0153

ACCEPTED AND AGREED

as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,

as Agent

By:



Name: R. Hanes Whiteley

Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

<u>Country</u>	<u>Trademark</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	<u>Owner</u>
US	DELPOUCH	2744906	07-29-2003	Packaging Coordinators, LLC
US	DELSTRIP	3392953	03-04-2008	Packaging Coordinators, LLC
US	HINGEPAK	3412228	04-15-2008	Packaging Coordinators, LLC
US	ANDERSONBRECON	4237920	06-Nov-2012	AndersonBrecon Inc.
US	ASSURADOSE (stylized)	3998324	19-Jul-2011	AndersonBrecon Inc.
US	CIAB	3554547	30-Dec-2008	AndersonBrecon Inc.
US	COMPLIANCE IN A BOTTLE	3561501	13-Jan-2009	AndersonBrecon Inc.
US	DURAPAC (stylized)	4002596	26-Jul-2011	AndersonBrecon Inc.
US	INTUIDOSE (stylized)	3994132	12-Jul-2011	AndersonBrecon Inc.
US	INTUIPAC (stylized)	3998325	19-Jul-2011	AndersonBrecon Inc.
US	INTUIPAC ACHIEVE (stylized)	3998323	19-Jul-2011	AndersonBrecon Inc.
US	INTUIPAC ASCEND (stylized)	3998322	19-Jul-2011	AndersonBrecon Inc.

2. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Owner</u>
ECOPAC (stylized)	76/700,134	10-30-2009	AndersonBrecon Inc.
PCI (stylized)	85/711488	08-23-2012	Packaging Coordinators, Inc.
PACKAGING COORDINATORS, INC.	85/711500	08-23-2012	Packaging Coordinators, Inc.