

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
Exopack, LLC		11/08/2013	LIMITED LIABILITY COMPANY: DELAWARE
Exopack-Technology, LLC		11/08/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
TPG Enterprises, Inc.		11/08/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as U.S. Agent
Street Address:	299 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4042950	INSTA-BOWL
Registration Number:	4063833	CEDEX
Registration Number:	4135798	MATTEFX
Registration Number:	2746634	TART IS SMART

CORRESPONDENCE DATA

Fax Number: 3129021061
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 312.577.8034
 Email: oscar.ruiz@kattenlaw.com
 Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
 Address Line 1: 525 West Monroe Street
 Address Line 4: Chicago, ILLINOIS 60661

TRADEMARK

ATTORNEY DOCKET NUMBER:	207170-597
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	11/08/2013
Total Attachments: 5 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	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 8, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "Grantors") in favor of General Electric Capital Corporation, in its capacity as US Agent for the Lenders ("US Agent").

WHEREAS, the Grantors are party to an Amended and Restated US Security Agreement dated as of May 31, 2011 (the "Security Agreement") between each of the Grantors and the other grantors party thereto and the US Agent pursuant to which the Grantors granted a security interest to the US Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Grantors hereby agrees with the US Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security Interest. Each Grantor hereby grants to the US Agent, for itself and the benefit of the Secured Parties, a security interest in and lien upon all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned by or owning to, or hereafter acquired by or arising in favor of such Grantor, and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located (collectively, the "Trademark Collateral"):

all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether registered or unregistered, and, with respect to any and all of the foregoing: (i) all registrations and applications therefore, including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable

with respect thereto, and (vi) all rights corresponding thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which) the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the US Agent for the Secured Parties pursuant to the Security Agreement, and each of the Grantors hereby acknowledges and affirms that the rights and remedies of the US Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

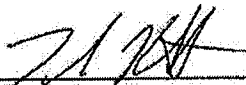
SECTION 5. Counterparts

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts taken together shall constitute but one in the same instrument.

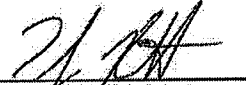
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

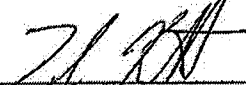
EXOPACK, LLC

By: 
Name: Jack E. Knott
Title: Chief Executive Officer

EXOPACK-TECHNOLOGY, LLC

By: 
Name: Jack E. Knott
Title: Chief Executive Officer

TPG ENTERPRISES, INC.

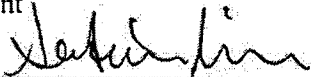
By: 
Name: Jack E. Knott
Title: Chief Executive Officer

Trademark Security Agreement

Accepted and Agreed:

GENERAL ELECTRIC CAPITAL CORPORATION,
as US Agent

By: _____



Name: Sabina Lin
Title: Duly Authorized Signatory

Trademark Security Agreement

TRADEMARK
REEL: 005150 FRAME: 0555

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. REGISTERED TRADEMARKS

Title	Registration No.	Registration Date	Owner
INSTA-BOWL	4042950	10/18/11	Exopack-Technology, LLC
CEDEX	4063833	11/29/11	Exopack-Technology, LLC
MATTEFX	4135798	5/1/12	Exopack, LLC
TART IS SMART	2746634	8/5/03	TPG Enterprises, Inc.

2. TRADEMARK APPLICATIONS

None.