

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
EXOPACK-TECHNOLOGY, LLC		11/08/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT		
Street Address:	C/O GOLDMAN SACHS & CO.		
Internal Address:	30 HUDSON STREET, 36TH FLOOR		
City:	JERSEY CITY		
State/Country:	NEW JERSEY		
Postal Code:	07302		
Entity Type:	NEW YORK CHARTERED BANK: NEW YORK		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4063833	CEDEX	
Registration Number:	2765640		
Registration Number:	2765641	EXOPACK	
Registration Number:	4042950	INSTA-BOWL	
Registration Number:	4006658	POLARFLEX	
Registration Number:	3319958	SEAL 'N VENT	
Registration Number:	3319960	SEAL 'N VENT	
Registration Number:	3220481	SHUR-SEAL	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		

OP \$215.00 4063833

900272044

TRADEMARK
 REEL: 005154 FRAME: 0879

Correspondent Name: LATHAM & WATKINS LLP
Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR
Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 028878-0090

NAME OF SUBMITTER: KRISTIN J. AZCONA

Signature: /kja/

Date: 11/15/2013

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of November 8, 2013 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of **GOLDMAN SACHS BANK USA**, in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of November 8, 2013 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), by and among Exopack Holdings S.A., the guarantors party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this 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 Credit Agreement, the Pledgors hereby agree with the Collateral 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. Each Pledgor 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 Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral");

(a) all Trademarks of such Pledgor, including, without limitation, the United States and Canadian registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law);

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

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

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

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

EXOPACK, LLC,
as Pledgor

By: *Jack E. Knott*

Name: Jack E. Knott

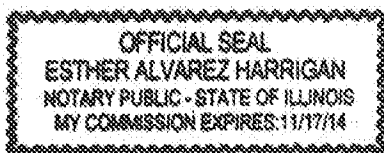
Title: Chief Executive Officer

STATE OF Illinois)

COUNTY OF Cook)

ss.

On this 1st day of November, 2013 before me personally appeared Jack E. Knott, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Exopack, LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Sole Member and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.



Esther Alvarez Harrigan
Notary Public

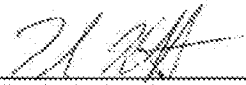
By: *Esther Alvarez Harrigan*

Name:

Title: Manager, Office Administration

EXOPACK-TECHNOLOGY, LLC,
as Pledgor

By:


Name: Jack E. Knott

Title: Chief Executive Officer

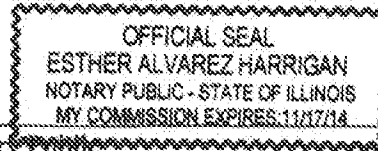
STATE OF Illinois)

COUNTY OF Cook)

ss.


On this 1st day of November, 2013 before me personally appeared

Jack E. Knott, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Exopack-Technology, LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Sole Member and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.



Notary Public

By:


Name: Esther Alvarez Harrigan
Title: Manager, Office Administration

EXOPACK ADVANCED COATINGS, LLC,
as Pledgor

By:

Jack E. Knott
Name: Jack E. Knott

Title: Chief Executive Officer

STATE OF Illinois)

COUNTY OF COOK)

ss.

On this 1st day of November, 2013 before me personally appeared
Jack E. Knott, proved to me on the basis of satisfactory evidence to be the person who
executed the foregoing instrument on behalf of Exopack Advanced Coatings, LLC, who being by me duly
sworn did depose and say that he/she is an authorized officer of said limited liability company,
that the said instrument was signed on behalf of said limited liability company as authorized by
its Board of Managers and that he/she acknowledged said instrument to be the free act and deed
of said limited liability company.

OFFICIAL SEAL
ESTHER ALVAREZ HARRIGAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 11/17/14

Notary Public

By:

Esther Alvarez Harrigan
Name: Esther Alvarez Harrigan
Title: Manager, office Administration

CELLO-FOIL PRODUCTS, INC.,
as Pledgor

By: [Signature]
Name: Jack E. Knott
Title: Chief Executive Officer

STATE OF Florida
COUNTY OF Palm Beach ss.

On this 5 day of November, 2013 before me personally appeared
Jack E. Knott, proved to me on the basis of satisfactory evidence to be the person who
executed the foregoing instrument on behalf of Cello-Foil Products, Inc., who being by me duly
sworn did depose and say that he/she is an authorized officer of said corporation, that the said
instrument was signed on behalf of said corporation as authorized by its Board of Directors and
that he/she acknowledged said instrument to be the free act and deed of said corporation.



[Signature]
Notary Public

By: Lizabeth A. Murphy
Name:
Title: Notary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005154 FRAME: 0886

Accepted and Agreed:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: _____

Name: _____

Title: _____

Robert Ehudin
Authorized Signatory


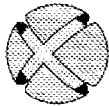
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TRADEMARK
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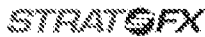

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

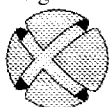
Owner	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
Exopack-Technology, LLC	CEDEX	U.S.	77/811502 8/24/2009	4063833 11/29/2011
Cello-Foil Products, Inc.	CF and Design 	U.S.	71/683354 3/14/1955	0635356 10/9/1956
Exopack, LLC	CLEARSHIELD	U.S.	76/552803 10/20/2003	3042255 1/10/2006
Exopack-Technology, LLC (Calif.)	Design 	U.S.	78/079895 8/17/2001	2765640 9/16/2003
Exopack Advanced Coatings, LLC (Delaware)	DURATOOL	U.S.	74/116644 11/19/1990	1749153 1/26/1993
Exopack Advanced Coatings, LLC	DURATOOL ECLIPSE	U.S.	76/490607 2/19/2003	2996339 9/20/2005
Exopack-Technology, LLC	EXOPACK	U.S.	78/079904 8/17/2001	2765641 8/17/2001
Exopack, LLC	HALO	U.S.	77/264525 8/26/2007	3914651 2/1/2011
Exopack Advanced Coatings LLC	INSPIRE	U.S.	76/543292 9/8/2003	3151256 10/3/2006

Exopack-Technology, LLC	INSTA-BOWL	U.S.	85/056597 6/7/2010	4042950 10/18/2011
Exopack Advanced Coatings LLC	INTELICOAT TECHNOLOGIES	U.S.	76/559099 11/13/2003	2934444 3/22/2005
Exopack, LLC	LASERTEAR	U.S.	76/454119 10/1/2002	2907014 11/30/2004
Exopack Advanced Coatings LLC	MAGIC and Design 	U.S.	74/360422 2/19/1993	1949342 1/16/1996
Exopack Advanced Coatings LLC	MAGIC POSTER-PRO	U.S.	78/479287 9/7/2004	3011278 11/1/2005
Exopack Advanced Coatings LLC	MAGICLEE	U.S.	78/333592 11/26/2003	2922948 2/1/2005
Exopack, LLC	MARAFLEX	U.S.	72/057657 8/22/1958	0679632 6/2/1959
Exopack, LLC	MATTEFX	U.S.	77/624246 12/1/2008	4135798 5/1/2012
Exopack-Technology, LLC	POLARFLEX and Design 	U.S.	77/748938 6/1/2009	4006658 8/2/2011
Exopack Advanced Coatings LLC	PROOF IT and Design 	U.S.	75/554391 9/17/1998	2339285 4/4/2000
Exopack Advanced Coatings LLC	REFLEX and Design 	U.S.	75/176177 10/3/1996	2067371 6/3/1997
Exopack-Technology, LLC	SEAL 'N VENT	U.S.	78/619093 4/28/2005	3319958 10/23/2007
Exopack-Technology, LL	SEAL 'N VENT and Design 	U.S.	78/619213 4/28/2005	3319960 10/23/2007
Exopack-Technology, LLC	SHUR-SEAL	U.S.	78/303799 9/22/2003	3220481 3/20/2007

Exopack Advanced Coatings LLC	STRATFX and Design 	U.S.	77/077033 1/5/2007	3293301 9/18/2007
Exopack Advanced Coatings LLC	TECNILITH	U.S.	73/289213 12/10/1980	1246122 7/26/1983
Exopack Advanced Coatings LLC	Z-FLO CONDUCTIVE FILMS AND FOILS and Design 	U.S.	77/808358 8/19/2009	3901524 1/4/2011



United States Trademark Applications: None.

Canada Trademark Registrations:

Owner	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
Exopack-Technology, LLC	CEDEX	Canada	1468590 2/5/2010	—
Exopack-Technology, LLC (California)	Design 	Canada	1113762 8/24/2001	TMA632709 2/14/2005
Exopack-Technology, LLC	EXOPACK	Canada	1113761 8/24/2001	TMA668803 7/27/2006
Exopack-Technology, LLC (California)	EXPRESSPV	Canada	1161578 12/9/2002	TMA669576 8/10/2006
Exopack Advanced Coatings LLC ¹	MAGIC MAINSTREAM	Canada	1223551 7/9/2004	TMA663652 5/4/2006
Exopack Advanced Coatings LLC ²	MAGICLEE	Canada	1218670 5/26/2004	TMA654511 12/6/2005
Exopack, LLC	MARAFLEX	Canada	1077916 10/6/2000	TMA593732 10/31/2003
Exopack, LLC	MATTEFX	Canada	1431955 3/23/2009	TMA829921 8/15/2012

¹ This patent is currently held by Image Products Group, LLC

² This patent is currently held by Image Products Group, LLC

Owner	Mark	Jurisdiction	Serial No/ Filing Date	Reg. No/ Reg. Date
Exopack-Technology, LLC	POLARFLEX and Design 	Canada	1463857 12/22/2009	TMA854277 7/2/2013
Exopack Advanced Coatings LLC	Z-FLO CONDUCTIVE FILMS AND FOILS and Design 	Canada	1449615 8/26/2009	TMA832434 9/20/2012

Canada Trademark Applications:

Owner	Mark	Jurisdiction
Exopack-Technology, LLC	CEDEX	Canada