

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chesapeake Pharmaceutical Packaging Company, LLC		12/16/2013	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	745 SEVENTH AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	PLC: UNITED KINGDOM		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3244854	C CHESAPEAKE	
Registration Number:	3244859	C CHESAPEAKE	
Registration Number:	2864814	CARTONSERT	
Registration Number:	2995272	CHESAPEAKE	
Registration Number:	2997860	CHESAPEAKE	
Registration Number:	2713689	DAYLABELSERT	
Registration Number:	2711587	MULTISERT	
Registration Number:	2711586	LABELSERT	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2123108000		
Email:	brian.lee@weil.com		

CH \$215.00 3244854

Correspondent Name: John Godfrey
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	71457.0005/J. GODFREY/BL
NAME OF SUBMITTER:	John Godfrey
Signature:	/John Godfrey/
Date:	12/17/2013

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 16, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Barclays Bank PLC, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement dated as of July 3, 2013 (as it may hereafter be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder) among Chesapeake/MPS Merger Limited (f/k/a, Chesapeake Services Limited, f/k/a Chase BidCo Limited) and Chesapeake US Holdings Inc. (f/k/a Chase US Holdco Inc.), as Borrowers, Chesapeake Finance 2 Limited (f/k/a Chase MidCo 2 Limited), as Holdings, Barclays Bank PLC, as administrative agent and collateral agent, and the other parties thereto and (ii) the Security Agreement dated July 3, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent. Capitalized terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate domestic federal governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “Patents”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby (the “Trademarks”);
- (iii) all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “Copyrights”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable domestic federal government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law; Jurisdiction; Etc. (a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN THE STATE, COUNTY AND CITY OF NEW YORK AND OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT AGAINST THE BORROWERS OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.


**CHESAPEAKE PHARMACEUTICAL
PACKAGING COMPANY, LLC**

By: 
Name: Rick Smith
Title: Director

[Intellectual Property Security Agreement]

TRADEMARK
REEL: 005174 FRAME: 0953

BARCLAYS BANK PLC
as Collateral Agent

By: 
Name: Emma Sherman
Title: Assistant Vice President

By: _____
Name:
Title:

[Intellectual Property Security Agreement]

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE B

TRADEMARKS AND TRADEMARK APPLICATIONS

Registered Owner	Trademark	Country	Filing Date	Filing Number	Registration Date	Registration Number
Chesapeake Pharmaceutical Packaging Company, LLC	C CHESAPEAKE and Design (new design)	United States of America	20-Jul-2006	78/933,972	22-May-2007	3,244,854
Chesapeake Pharmaceutical Packaging Company, LLC	C CHESAPEAKE and Design (new design)	United States of America	20-Jul-2006	78/934,034	22-May-2007	3,244,859
Chesapeake Pharmaceutical Packaging Company, LLC	CARTONSERT	United States of America	25-Oct-2002	78/178,372	20-Jul-2004	2,864,814
Chesapeake Pharmaceutical Packaging Company, LLC	CHESAPEAKE	United States of America	26-Jul-2004	78/456,726	13-Sep-2005	2,995,272
Chesapeake Pharmaceutical Packaging Company, LLC	CHESAPEAKE	United States of America	26-Jul-2004	78/456,771	20-Sep-2005	2,997,860
Chesapeake Pharmaceutical Packaging Company, LLC	DAYLABELSERT	United States of America	02-Mar-1998	75/442,914	06-May-2003	2,713,689
Chesapeake Pharmaceutical Packaging Company, LLC	LABELSERT	United States of America	02-Mar-1998	75/442,449	29-Apr-2003	2,711,586
Chesapeake Pharmaceutical Packaging Company, LLC	MULTISERT	United States of America	02-Mar-1998	75/442,911	29-Apr-2003	2,711,587
Chesapeake Pharmaceutical Packaging Company, LLC	CHESAPEAKE	Brazil	16/01/1998	82045745	14/12/1999	820454745
Chesapeake Pharmaceutical Packaging Company, LLC	CHESAPEAKE	Brazil	16/01/1998	820454737	04/01/2000	820454737
Chesapeake Pharmaceutical Packaging Company, LLC	C CHESAPEAKE & Design	China	09/11/2006	5720293	07/01/2010	5720293
Chesapeake Pharmaceutical Packaging Company, LLC	C CHESAPEAKE & Design	China	09/11/2006	5720292	28/02/2010	5720292
Chesapeake Pharmaceutical Packaging Company, LLC	C CHESAPEAKE & Design	China	09/11/2006	5720291	28/02/2010	5720291
Chesapeake Pharmaceutical Packaging Company, LLC	C CHESAPEAKE & Design	China	09/11/2006	5720294	07/01/2010	5720294
Chesapeake Pharmaceutical Packaging Company, LLC	CHESAPEAKE	China	24/01/2005	4478287	07/01/2009	4478287
Chesapeake Pharmaceutical Packaging Company, LLC	CHESAPEAKE	China	24/01/2005	4478273	14/12/2008	4478273

Registered Owner	Trademark	Country	Filing Date	Filing Number	Registration Date	Registration Number
Chesapeake Pharmaceutical Packaging Company, LLC	CHESAPEAKE	China	24/01/2005	4478288	07/01/2009	4478288
Chesapeake Pharmaceutical Packaging Company, LLC	CHESAPEAKE	China	24/01/2005	4478289	07/01/2009	4478289
Chesapeake Pharmaceutical Packaging Company, LLC	C CHESAPEAKE & device	European Community	14/01/2005	004240842	27/03/2006	004240842
Chesapeake Pharmaceutical Packaging Company, LLC	CHESAPEAKE & device	European Community	31/10/2006	005430103	29/10/2007	005430103
Chesapeake Pharmaceutical Packaging Company, LLC	CHESAPEAKE	European Community	14/01/2005	004240818	03/03/2006	004240818
Chesapeake Pharmaceutical Packaging Company, LLC	C CHESAPEAKE & design	Hong Kong	19/01/2005	300356814	23/05/2005	300356814
Chesapeake Pharmaceutical Packaging Company, LLC	C CHESAPEAKE & design	Hong Kong	31/10/2006	300750654	23/03/2007	300750654
Chesapeake Pharmaceutical Packaging Company, LLC	CHESAPEAKE	Hong Kong	19/01/2005	300356805	19/05/2005	300356805

SCHEDULE C
COPYRIGHTS AND COPYRIGHT APPLICATIONS

None.