

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
Summit Container Corporation		01/06/2014	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC		
Street Address:	c/o Monroe Capital LLC		
Internal Address:	311 South Wacker Drive, Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2210556	PICSMAT	
CORRESPONDENCE DATA			
Fax Number:	6173453299		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(617) 345-3000		
Email:	mschepper@burnslev.com		
Correspondent Name:	Marlo Schepper Grolnic		
Address Line 1:	Burns & Levinson LLP		
Address Line 2:	125 Summer Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	47105.3		
NAME OF SUBMITTER:	Marlo Schepper Grolnic		
Signature:	/Marlo Schepper Grolnic/		

CH \$40.00 2210556

Date:

01/07/2014

Total Attachments: 5

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 6, 2014, among SUMMIT CONTAINER CORPORATION, a Colorado corporation (the "Grantor"), in favor of MONROE CAPITAL MANAGEMENT ADVISORS, LLC, a Delaware limited liability company, as Administrative Agent (the "Administrative Agent" and "Monroe Capital").

This Agreement refers to (a) a Credit Agreement dated as of the date hereof, entered into among Grantor, as a Borrower, the other Persons who are or become parties thereto as Borrowers, the financial institutions who are or become parties thereto as Lenders, Administrative Agent, and Monroe Capital, as Servicing Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, Borrowers; and (b) a Guaranty and Collateral Agreement dated as of the date hereof, entered into among Grantor, as a "Grantor" thereunder, the other Persons who are or become parties thereto as "Grantors" thereunder, and Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Guaranty and Collateral Agreement"), pursuant to which the Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates. Unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Credit Agreement or the Guaranty and Collateral Agreement, as applicable.

Pursuant to the terms of the Credit Agreement and the Guaranty and Collateral Agreement, the Obligations of Borrowers under the Credit Agreement are secured.

Pursuant to the Guaranty and Collateral Agreement, Grantor has granted to Administrative Agent, for the benefit of Agents and the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Agents and the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, for the benefit of Agents and the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1, and any trademark licensed under any trademark license listed on Schedule 1 hereto (items (1) through (3) being herein collectively referred to as the “Trademark Collateral”);
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 hereto, any patent issued pursuant to a patent application referred to in Schedule 2, and any patent licensed under any patent license listed on Schedule 2 hereto (items (4) through (6) being herein collectively referred to as the “Patent Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

Grantor is signing this Patent and Trademark Security Agreement as of the date stated in the introductory clause.

SUMMIT CONTAINER CORPORATION

By: 

Name:

Title:

Zachary Harding
Vice President

Acknowledged:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Administrative Agent

By: 

Name: Jeffrey Cupples

Title: Vice President

Signature page to Patent and Trademark Security Agreement

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TRADEMARK
REEL: 005188 FRAME: 0336

SCHEDULE 1

TRADEMARK COLLATERAL

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Summit Container Corporation	PICSMAT	75335749	US Reg. No. 2,210,556	August 4, 1997	December 15, 1998

SCHEDULE 2

PATENT COLLATERAL

1. Container with Shock-Absorbing insert US Patent No. 5,823,352 filed on 6/3/1997 and issued on 10/20/1998.
2. Patent application 13/761,534 is pending in the US Patent and Trademark Office. The title of the patent application is "Box with Integrated Collapsible Dividers."