

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
ACCREDITO PACKAGING, INC.		02/05/2014	CORPORATION: TEXAS
ADVANCE POLYBAG, INC.		02/05/2014	CORPORATION: LOUISIANA
ADVANCE POLYBAG (NEVADA) INC.		02/05/2014	CORPORATION: NEVADA
ADVANCE POLYBAG (NORTH EAST), INC.		02/05/2014	CORPORATION: MARYLAND
ADVANCE POLYBAG (TEXAS), INC.		02/05/2014	CORPORATION: TEXAS
ALPINE PLASTICS, INC.		02/05/2014	CORPORATION: LOUISIANA
API ENTERPRISES INC.		02/05/2014	CORPORATION: OKLAHOMA
API REALTY, LLC		02/05/2014	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	BRANCH BANKING AND TRUST COMPANY		
Street Address:	333 Clay Street, Suite 3800		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	BANKING CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	85223922	HI-D	
Registration Number:	4258341	DESIGNED FOR SUSTAINABILITY.. BUILT FOR	
Registration Number:	4392523	ACCREDITOFLEX	
Registration Number:	3735190	A A A ACCREDITO PACKAGING	
Registration Number:	3735189	A A A	
Registration Number:	3722942	ACCREDITO PACKAGING	

OP \$290.00 85223922

Registration Number:	3205609	API
Registration Number:	3100397	ADVANCE POLYBAG
Registration Number:	2666678	API
Registration Number:	2482542	API
Registration Number:	1809165	TOUCH N GO

CORRESPONDENCE DATA

Fax Number: 2147581550

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

Phone: 214-758-1500

Email: shernandez@pattonboggs.com

Correspondent Name: NAM H. HUYNH

Address Line 1: 2000 McKinney Avenue, Suite 1700

Address Line 2: PATTON BOGGS LLP

Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER:	029505.0103
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NAME OF SUBMITTER:	Nam H. Huynh
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Signature:	/Nam H. Huynh/
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Date:	02/05/2014
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Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “IP Agreement”) is entered into as of February 5, 2014 by and among BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation (“Bank”), ACCREDO PACKAGING, INC., a Texas corporation (“Accredo”), ADVANCE POLYBAG, INC., a Louisiana corporation (“API”), ADVANCE POLYBAG (NEVADA) INC., a Nevada corporation (“API NV”), ADVANCE POLYBAG (NORTH EAST), INC., a Maryland corporation (“API NE”), ADVANCE POLYBAG (TEXAS), INC., a Texas corporation (“API TX”), ALPINE PLASTICS, INC., a Louisiana corporation (“Alpine”), API ENTERPRISES INC., an Oklahoma corporation (“Enterprises”), and API REALTY, LLC, a Texas limited liability company (“Realty” together with Accredo, API, API NV, API NE, API TX, Alpine, and Enterprises, each individually, a “Borrower” and collectively, “Borrowers”).

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Borrowers under that certain Loan Agreement by and among Bank, Borrowers and the Guarantors (as defined therein) dated as of April 30, 2012 (as amended, restated, or otherwise modified from time to time, the “Loan Agreement”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, each Borrower has granted to Bank a security interest in its personal property.

NOW, THEREFORE, each Borrower agrees as follows:

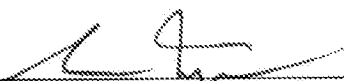
AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between each Borrower and Bank, each Borrower grants to Bank a security interest in all of such Borrower’s right, title and interest in, its Intellectual Property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B, and C hereto) and all products and proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, dilutions, misappropriations, violations, misuse, breach and injury, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Each Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. Each Borrower authorizes and requests that the Register of Copyrights, the Commissioner of Patents, the Commissioner of Trademarks and any other applicable governmental authority record this IP Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. This IP Agreement shall be construed in accordance with and governed by the laws of the State of Texas. This IP Agreement is a Loan Document.


IN WITNESS WHEREOF, the parties have caused this IP Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BORROWERS:

ACCREDITO PACKAGING, INC.
ADVANCE POLYBAG, INC.
ADVANCE POLYBAG (NEVADA) INC.
ADVANCE POLYBAG (NORTH EAST), INC.
ADVANCE POLYBAG (TEXAS), INC.
ALPINE PLASTICS, INC.
API ENTERPRISES INC.

By: 
Name: CHIH T. NGUYED
Title: PRESIDENT / SECRETARY

API REALTY, LLC

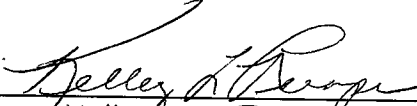
By: 
Name: CHIH T. NGUYED
Title: MANAGER

[Signature Page to Intellectual Property Security Agreement]

029565.0103\4822-5449-0390.3.

BANK:

BRANCH BANKING AND TRUST COMPANY
a North Carolina banking corporation

By: 
Name: Kelley L Rump
Title: SVP

STATE OF TEXAS

:

: SS

COUNTY OF FORT BEND

:

Before me, the undersigned, a Notary Public, on this 23rd day of JANUARY, 2013, personally appeared CHINH NGUYEN to me known personally, who, being by me duly sworn, did say that he is the PRES/SEC of ACCREDO PACKAGING, INC. and that said Intellectual Property Security Agreement was signed on behalf of such Grantor, by authority of its board of directors or analogous body, and the said CHINH NGUYEN acknowledged said instrument to be his free act and deed.



Notary Public
My Commission Expires:

A handwritten signature in black ink, written over a horizontal line.

STATE OF TEXAS

:

: SS

COUNTY OF FORT BEND

:

Before me, the undersigned, a Notary Public, on this 23rd day of JANUARY, 2013, personally appeared CHINH NGUYEN to me known personally, who, being by me duly sworn, did say that he is the PRES/SEC of ADVANCE POLYBAG, INC. and that said Intellectual Property Security Agreement was signed on behalf of such Grantor, by authority of its board of directors or analogous body, and the said CHINH NGUYEN acknowledged said instrument to be his free act and deed.



Notary Public
My Commission Expires:

A handwritten signature in black ink, written over a horizontal line.

STATE OF TEXAS

:

: SS

COUNTY OF FORT BEND

:

Before me, the undersigned, a Notary Public, on this 23RD day of JANUARY, 2013, personally appeared CHINH NGUYEN, to me known personally, who, being by me duly sworn, did say that he is the PRES/SEC of ADVANCE POLYBAG (NEVADA) INC. and that said Intellectual Property Security Agreement was signed on behalf of such Grantor, by authority of its board of directors or analogous body, and the said CHINH NGUYEN acknowledged said instrument to be his free act and deed.



Notary Public
My Commission Expires:

A handwritten signature in black ink, appearing to be "Sara", written over a horizontal line.

STATE OF TEXAS

:

: SS

COUNTY OF FORT BEND

:

Before me, the undersigned, a Notary Public, on this 23RD day of JANUARY, 2013, personally appeared CHINH NGUYEN, to me known personally, who, being by me duly sworn, did say that he is the PRES/SEC of ADVANCE POLYBAG (NORTH EAST), INC. and that said Intellectual Property Security Agreement was signed on behalf of such Grantor, by authority of its board of directors or analogous body, and the said CHINH NGUYEN acknowledged said instrument to be his free act and deed.



Notary Public
My Commission Expires:

A handwritten signature in black ink, appearing to be "Sara", written over a horizontal line.

STATE OF TEXAS

:

: SS

COUNTY OF FORT BEND

:

Before me, the undersigned, a Notary Public, on this 23rd day of JANUARY, 2013, personally appeared CHATH NGUYEN, to me known personally, who, being by me duly sworn, did say that he is the PRES/SEC of ADVANCE POLYBAG (TEXAS), INC. and that said Intellectual Property Security Agreement was signed on behalf of such Grantor, by authority of its board of directors or analogous body, and the said CHATH NGUYEN acknowledged said instrument to be his free act and deed.



Notary Public
My Commission Expires:

A handwritten signature in black ink, appearing to be "S. Samara", written over a horizontal line.

STATE OF TEXAS

:

: SS

COUNTY OF FORT BEND

:

Before me, the undersigned, a Notary Public, on this 23rd day of JANUARY, 2013, personally appeared CHATH NGUYEN, to me known personally, who, being by me duly sworn, did say that he is the PRES/SEC of ALPINE PLASTICS, INC. and that said Intellectual Property Security Agreement was signed on behalf of such Grantor, by authority of its board of directors or analogous body, and the said CHATH NGUYEN acknowledged said instrument to be his free act and deed.



Notary Public
My Commission Expires:

A handwritten signature in black ink, appearing to be "S. Samara", written over a horizontal line.

STATE OF TEXAS

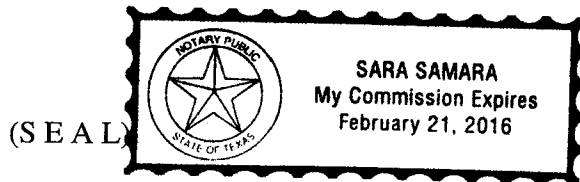
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: SS

COUNTY OF FORT BEND

:

Before me, the undersigned, a Notary Public, on this 23rd day of JANUARY, 2013, personally appeared CHINH NGUYEN, to me known personally, who, being by me duly sworn, did say that he is the PRES/SEC of API ENTERPRISES INC. and that said Intellectual Property Security Agreement was signed on behalf of such Grantor, by authority of its board of directors or analogous body, and the said CHINH NGUYEN acknowledged said instrument to be his free act and deed.



Notary Public
My Commission Expires:

A handwritten signature in black ink, written over a horizontal line.

STATE OF TEXAS

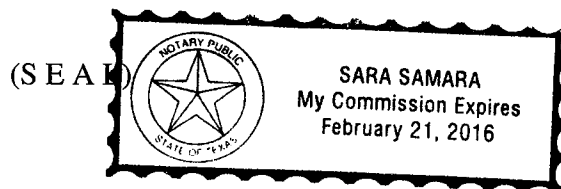
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: SS

COUNTY OF FORT BEND

:

Before me, the undersigned, a Notary Public, on this 23rd day of JANUARY, 2013, personally appeared CHINH NGUYEN, to me known personally, who, being by me duly sworn, did say that he is the MANAGER of API REALTY, LLC and that said Intellectual Property Security Agreement was signed on behalf of such Grantor, by authority of its board of directors or analogous body, and the said CHINH NGUYEN acknowledged said instrument to be his free act and deed.



Notary Public
My Commission Expires:

A handwritten signature in black ink, written over a horizontal line.

SCHEDULE A
Copyrights

None.

[Schedule A to Intellectual Property Security Agreement]

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TRADEMARK
REEL: 005209 FRAME: 0661

SCHEDULE B**Patents**

ASSIGNEE	SERIAL NO.	FILING DATE	PUBL. NO.	PUBL. DATE	PATENT NO.	ISSUE DATE	STATUS
ADVANCE POLYBAG, INC.	11/962,347	12/21/2007	2008/0149785	06/26/2008	7,850,018	12/14/2010	
ADVANCE POLYBAG, INC.	11/863,235	09/27/2007	2008/0053929	03/06/2008	7,850,014	12/14/2010	
ADVANCE POLYBAG, INC.	10/837,884	05/03/2004	2004/0256279	12/23/2004	7,287,654	10/30/2007	
ADVANCE POLYBAG, INC.	10/607,437	06/26/2003	N/A	N/A	7,128,251	10/31/2006	
ADVANCE POLYBAG, INC.	09/978,738	10/16/2001	N/A	N/A	6,729,483	05/04/2004	
ADVANCE POLYBAG, INC.	29/167,962	09/24/2002	N/A	N/A	D487561	03/16/2004	
ADVANCE POLYBAG, INC.	29/120,858	03/28/2000	N/A	N/A	D435379	12/26/2000	
ADVANCE POLYBAG, INC.	10/340,235	01/10/2003	N/A	N/A	6,651,832	11/25/2003	
ADVANCE POLYBAG, INC.	29/120,859	03/28/2000	N/A	N/A	D433857	11/21/2000	
ADVANCE POLYBAG, INC.	09/596,768	06/19/2000	N/A	N/A	6,505,750	01/14/2003	

[Schedule B to Intellectual Property Security Agreement]

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TRADEMARK
REEL: 005209 FRAME: 0662

SCHEDULE C
U.S.Trademarks

APPLICANT	WORD MARK	SERIAL NO	FILING DATE	REG. NO.	REG. DATE	STATUS
ACCREDITO PACKAGING, INC.	HI-D	85/223,922	01/23/2011	N/A	N/A	LIVE
ACCREDITO PACKAGING, INC.	DESIGNED FOR SUSTAINABILITY...BUILT FOR SUCCESS	85/271,643	03/20/2011	4258341	12/11/2012	LIVE
ACCREDITO PACKAGING, INC.	ACCREDITOFLEX	77/844,506	10/08/2009	4392523	08/27/2013	LIVE
ACCREDITO PACKAGING, INC.	A A ACCREDITO PACKAGING	77/680,378	02/27/2009	3735190	01/05/2010	LIVE
ACCREDITO PACKAGING, INC.	A A A	77/680,349	02/27/2009	3735189	01/05/2010	LIVE
ACCREDITO PACKAGING	ACCREDITO PACKAGING	77/372,567	11/12/2007	3722942	12/08/2009	LIVE
ADVANCE POLYBAG, INC.	API	78/828,516	03/03/2006	3205609	02/06/2007	LIVE
ADVANCE POLYBAG, INC.	ADVANCE POLYBAG	78/589,272	03/17/2005	3100397	06/06/2006	LIVE
ADVANCE POLYBAG, INC.	API	78/112,932	03/06/2002	2666678	12/24/2002	LIVE
ADVANCE POLYBAG, INC.	API	78/027,600	09/25/2000	2482542	08/28/2001	LIVE
ADVANCE POLYBAG, INC.	TOUCH N GO	74/369,984	03/22/1993	1809165	12/07/1993	LIVE

Foreign Trademarks

APPLICANT	WORD MARK	SERIAL NO	FILING DATE	REG. NO.	REG. DATE	REGISTRANT
ACCREDITO PACKAGING, INC.	ACCREDITO PACKAGING	1020047	11/12/2007	1020047	10/21/2009	WIPO
ACCREDITO PACKAGING, INC.	ACCREDITO PACKAGING	IR 1020047	11/12/2007	1335701	10/21/2009	AUSTRALIA

[Schedule C to Intellectual Property Security Agreement]

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INC.	ACCREDITO PACKAGING, INC.	ACCREDITO PACKAGING	IR 1020047	11/12/2007	1020047	10/21/2009	EUROPEAN UNION
ACCREDITO PACKAGING, INC.	ACCREDITO PACKAGING, INC.	ACCREDITO PACKAGING	IR 1020047	11/12/2007	1020047	10/21/2009	GEORGIA (DEMOCRATIC REPUBLIC OF)
ACCREDITO PACKAGING, INC.	ACCREDITO PACKAGING, INC.	ACCREDITO PACKAGING	IR 1020047	11/12/2007	1020047	10/21/2009	ICELAND
ACCREDITO PACKAGING, INC.	ACCREDITO PACKAGING, INC.	ACCREDITO PACKAGING	IR 1020047	11/12/2007	1020047	10/21/2009	KOREA
ACCREDITO PACKAGING, INC.	ACCREDITO PACKAGING, INC.	ACCREDITO PACKAGING	IR 1020047	11/12/2007	1020047	10/21/2009	NORWAY
ACCREDITO PACKAGING, INC.	ACCREDITO PACKAGING, INC.	ACCREDITO PACKAGING	IR 1020047	11/12/2007	1020047	10/21/2009	RUSSIAN FEDERATION
ACCREDITO PACKAGING, INC.	ACCREDITO PACKAGING, INC.	ACCREDITO PACKAGING	IR 1020047	11/12/2007	1020047	10/21/2009	TURKEY
ACCREDITO PACKAGING, INC.	ACCREDITO PACKAGING, INC.	ACCREDITO PACKAGING	2959812	11/17/2009	2397933	10/01/2010	ARGENTINA
ACCREDITO PACKAGING, INC.	ACCREDITO PACKAGING, INC.	ACCREDITO PACKAGING	830443495	11/19/2009	803443495	09/18/2012	BRAZIL
ACCREDITO PACKAGING, INC.	ACCREDITO PACKAGING, INC.	ACCREDITO PACKAGING	830443487	11/19/2009	803443487	09/18/2012	BRAZIL
ACCREDITO PACKAGING, INC.	ACCREDITO PACKAGING, INC.	ACCREDITO PACKAGING	1457326	10/29/2009	TMA797,451	05/13/2011	CANADA
ACCREDITO PACKAGING, INC.	ACCREDITO PACKAGING, INC.	ACCREDITO PACKAGING	982440	11/03/2009	1879366	03/21/2011	INDIA
ACCREDITO PACKAGING, INC.	ACCREDITO PACKAGING, INC.	ACCREDITO PACKAGING	09019436	11/04/2009	09019436	02/24/2011	MALAYSIA
ACCREDITO PACKAGING, INC.	ACCREDITO PACKAGING, INC.	ACCREDITO PACKAGING	1047154	11/12/2009	1157094	05/06/2010	MEXICO
ACCREDITO PACKAGING, INC.	ACCREDITO PACKAGING, INC.	ACCREDITO PACKAGING	2009/21903	11/03/2009	2009/21903	09/26/2011	SOUTH AFRICA