

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM306474

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Interest (First Lien)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Printpack, Inc.		05/30/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 SOUTH DEARBORN		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	NATIONAL BANKING ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3669811	SIMPLETEAR	
<b>Registration Number:</b>	3765582	PULL & PEEL	
<b>Registration Number:</b>	2808955	EPACK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	2001 Ross Avenue, Suite 3600		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	36084-39420		
<b>NAME OF SUBMITTER:</b>	Dusan Clark		
<b>SIGNATURE:</b>	/Dusan Clark/		
<b>DATE SIGNED:</b>	06/03/2014		
<b>Total Attachments: 4</b>			
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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of May 30, 2014 by and from PRINTPACK, INC., a Delaware corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., (the "Grantee") for itself and as Administrative Agent for the Secured Parties (as defined in the First Lien Loan Agreement referenced below).

WHEREAS, the Grantor, the other Loan Parties, the Lenders and Grantee have entered into a First Lien Loan Agreement dated May 30, 2014 (as may be amended, restated, supplemented or otherwise modified from time to time, the "First Lien Loan Agreement").

WHEREAS, the Grantor and the other Loan Parties have entered into a First Lien Collateral Agreement dated May 30, 2014 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement").

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Collateral Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Collateral Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the First Lien Loan Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations (as defined in the Collateral Agreement). Upon the payment in full of all Secured Obligations (as defined in the Collateral Agreement) (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

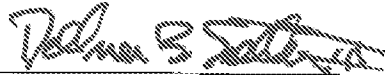
3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

PRINTPACK, INC.

By:   
Name: Dellmer B. Seitter III  
Title: Chief Financial Officer

Signature Page for Grant of  
Security Interest in United States Trademarks  
(First Lien Term Loan Agreement)

**TRADEMARK**  
**REEL: 005295 FRAME: 0088**

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS  
Exhibit A - SCHEDULE OF TRADEMARKS

Owner	Country	Trademark	Status	App No.	File Date	Reg No.	Reg Date
Printpack, Inc.	US	SIMPLETEAR (stylized)	Registered	77/135,616	20-Mar-2007	3,669,811	18-Aug-2009
Printpack, Inc.	US	PULL & PEEL with Arrow Design	Registered	77/556,550	27-Aug-2008	3,765,582	23-Mar-2010
Printpack, Inc.	US	EPACK	Registered	75/937,337	7-Mar-2000	2,808,955	27-Jan-2004
Seal-It, Inc. <sup>1</sup>	CA	SEAL-IT	Abandoned	1,095,416	09-Mar-2001	TMA612,751	15-Jun-2004
Seal-It, Inc.	CA	SEAL-IT (stylized)	Abandoned	1,111,266	31-Jul-2001	TMA714,690	16-May-2008
Seal-It, Inc.	US	ONLY NATURE PROVIDES A BETTER PACKAGE and Design	Abandoned	78/232,156	31-Mar-2003	2,888,991	28-Sep-2004
Seal-It, Inc.	US	SEAL-IT (stylized)	Abandoned	76/205,408	05-Feb-2001	3,295,970	25-Sep-2007
Seal-It, Inc.	US	SEAL-IT	Abandoned	78/192,032	06-Dec-2002	2,788,888	02-Dec-2003
Seal-It, Inc.	US	SEAL-IT	Abandoned	74/241,784	30-Jan-1992	1,720,263	29-Sep-1992
Seal-It, Inc.	US	ONLY NATURE PROVIDES A BETTER PACKAGE	Abandoned	75/568,169	10-Oct-1998	2,441,791	10-Apr-2001
Seal-It, Inc.	US	Stylized "S" (Seal-It)	Abandoned	76/058,551	30-May-2000	2,524,476	01-Jan-2002

<sup>1</sup> Seal-It, Inc. was merged into Printpack, Inc. June 29, 2012.