

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306475

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|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Interest (Second Lien) | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Printpack, Inc. | | 05/30/2014 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Wilmington Trust, National Association, as Administrative Agent | | |
| Street Address: | 50 South Sixth Street, Suite 1290 | | |
| City: | Minneapolis | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55402 | | |
| Entity Type: | NATIONAL BANKING ASSOCIATION: UNITED STATES | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3669811 | SIMPLETEAR | |
| Registration Number: | 3765582 | PULL & PEEL | |
| Registration Number: | 2808955 | EPACK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 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> | | | |
| Phone: | 214-981-3483 | | |
| Email: | dclark@sidley.com | | |
| Correspondent Name: | Dusan Clark, Esq. | | |
| Address Line 1: | Sidley Austin LLP | | |
| Address Line 2: | 2001 Ross Avenue, Suite 3600 | | |
| Address Line 4: | Dallas, TEXAS 75201 | | |
| ATTORNEY DOCKET NUMBER: | 36084-39420 | | |
| NAME OF SUBMITTER: | Dusan Clark | | |
| SIGNATURE: | /Dusan Clark/ | | |
| DATE SIGNED: | 06/03/2014 | | |
| Total Attachments: 4 | | | |
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| source=Printpack_ Second Lien Confirmatory Grant of SI in Trademarks (Printpack) - Executed#page2.tif | | | |

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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 WILMINGTON TRUST, NATIONAL ASSOCIATION, (the "Grantee") for itself and as Administrative Agent for the Secured Parties (as defined in the Second Lien Loan Agreement referenced below).

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

WHEREAS, the Grantor and the other Loan Parties have entered into a Second 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 Second 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.

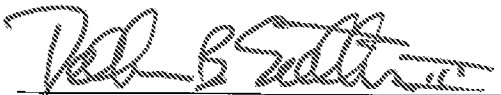
(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill 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.

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
(Second Lien Term Loan Agreement)

TRADEMARK
REEL: 005295 FRAME: 0094

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. ¹ | 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 |

¹ Seal-It, Inc. was merged into Printpack, Inc. June 29, 2012.