

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308784

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Consolidated Container Company LP		06/17/2014	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Citicorp North America, Inc.
Street Address:	580 Crosspoint Parkway 3101
Internal Address:	CRMS Documentation Unit
City:	Getzville
State/Country:	NEW YORK
Postal Code:	14068
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3193575	LAMICON
Registration Number:	3147220	CONSOLIDATED CONTAINER COMPANY
Registration Number:	1160058	6-PAK
Registration Number:	1148958	AQUALITE
Registration Number:	3099833	S T C
Registration Number:	1902759	PARTY PAK
Registration Number:	3444190	ECOPRIME
Registration Number:	3293036	PRISMA
Registration Number:	1579954	
Registration Number:	1674950	NEW WAVE WATER SYSTEMS
Registration Number:	1160057	SUPER SIX

CORRESPONDENCE DATA

Fax Number: 3128622200

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.

Phone: 312-862-6371

Email: renee.prescan@kirkland.com

TRADEMARK

Correspondent Name: Renee Prescan
Address Line 1: 300 North LaSalle Street
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 15173-1 RMP

NAME OF SUBMITTER: Renee M. Prescan

SIGNATURE: /Renee M. Prescan/

DATE SIGNED: 06/26/2014

Total Attachments: 5

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

This Trademark Security Agreement, dated as of June 17, 2014 by and between Consolidated Container Company LP, a limited partnership formed under the laws of Delaware (the "Grantor"), in favor of CITICORP NORTH AMERICA, INC., in its capacity as Collateral Agent pursuant to the Credit Agreement dated as of June 17, 2014 (in such capacity together with its successors and assigns, the "Grantee").

W I T N E S S E T H:

Whereas, the Grantor is party to a Security Agreement dated as of June 17, 2014 (the "Security Agreement") in favor of the Grantee pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

Now, therefore, in consideration of the premises and to induce the Grantee, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Grantee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Grantee for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the Trademarks owned by such Grantor including, without limitation, those registered or applied for Trademarks listed on Schedule I attached hereto and all Proceeds of any and all of the foregoing; provided that with respect to any United States Trademark, applications in the United States Patent and Trademark Office on the basis of any Grantor's "intent to use" such Trademarks will not be deemed to be Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 5. Termination. Upon termination of the Security Agreement, the security interest granted pursuant to this Trademark Security Agreement shall be automatically released and the Grantee shall, at the reasonable request of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in all the Trademarks owned by the Grantor, including, without limitation, those registered or applied for Trademarks listed on Schedule I attached hereto.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

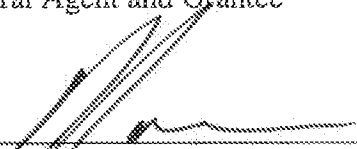
Very truly yours,

CONSOLIDATED CONTAINER COMPANY LP

By: RP. Sehring
Name: Richard P. Sehring
Title: Chief Financial Officer

Accepted and Agreed:

CITICORP NORTH AMERICA, INC.,
as Collateral Agent and Grantee

By:  _____

Name: Marcus Villanueva

Title: Vice President

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

UNITED STATES TRADEMARKS:

Registrations:

Mark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Owner
LAMICON	U.S.	78/824893 2/28/2006	3193575 1/2/2007	Consolidated Container Company LP
CONSOLIDATED CONTAINER COMPANY	U.S.	76/624406 12/15/2004	3147220 9/26/2006	Consolidated Container Company LP
6-PAK	U.S.	73/230256 9/4/1979	1160058 7/7/1981	Consolidated Container Company LP
AQUALITE	U.S.	73/195775 12/6/1978	1148958 3/24/1981	Consolidated Container Company LP
S T C	U.S.	76/640184 6/1/2005	3099833 6/6/2006	Consolidated Container Company LP
PARTY PAK	U.S.	74/514514 4/20/1994	1902759 7/4/1995	Consolidated Container Company LP
ECOPRIME	U.S.	77/234127 7/19/2007	3444190 6/10/2008	Consolidated Container Company LP
PRISMA	U.S.	77/058577 12/6/2006	3293036 9/18/2007	Consolidated Container Company LP
DESIGN ONLY 	U.S.	73646934 2/27/1987	1579954 1/30/1990	Consolidated Container Company LP
NEW WAVE WATER SYSTEMS	U.S.	74127025 12/31/1990	1674950 2/11/1992	Consolidated Container Company LP
SUPER SIX	U.S.	73230255 9/4/1979	1160057 7/7/1981	Consolidated Container Company LP