

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318778

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Berlin Packaging L.L.C.		10/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Foreign Banking Corporation: GERMANY		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	0797361	ALL-PAK INC.	
Registration Number:	2889395	ANYTHING IS POSSIBLE	
Registration Number:	1780321	BERLIN	
Registration Number:	2497782	FREUND CONTAINER	
Registration Number:	2997873	FREUND CONTAINER	
Registration Number:	4150434	HYBRID PACKAGING SUPPLIER	
Registration Number:	1895155	KAPTCLEAN	
Registration Number:	1450827		
Registration Number:	2161432		
Registration Number:	1568401		
Registration Number:	1460099	PH7	
Registration Number:	1568001	QORPAK	
Registration Number:	1185843	QORPAK	
Registration Number:	4543032	STUDIO 111	
Registration Number:	4543034	STUDIO 111	
Registration Number:	4543033	STUDIO ONE ELEVEN	
Registration Number:	1294346	STURDEESEAL	
Registration Number:	1342739	STURDEESEAL	
Registration Number:	4101834	SUNBURST BOTTLE COMPANY	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	2713834	U.S. CONTAINER
Registration Number:	1658239	UNITED STATES CONTAINER CORPORATION
Registration Number:	2757139	WHERE PERFORMANCE IS PART OF THE PACKAGE
Registration Number:	2089217	WORKING GLASS
Serial Number:	86123906	PACKAGE MORE PROFIT
Registration Number:	1537983	BOTTLE BEAKER

CORRESPONDENCE DATA

Fax Number: 6502138158
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: 6502130300
Email: iprecordations@whitecase.com
Correspondent Name: White & Case LLP / Christina Ishihara
Address Line 1: 3000 El Camino Real, Bldg 5, 9th Floor
Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	1111779-2495
NAME OF SUBMITTER:	Christina Ishihara
SIGNATURE:	/Christina Ishihara/
DATE SIGNED:	10/02/2014

Total Attachments: 5
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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of October 1, 2014 (this "Agreement"), made by BERLIN PACKAGING L.L.C., a Delaware limited liability company (the "Pledgor"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent (as defined below).

Reference is made to the Security Agreement (First Lien), dated as of October 1, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among OHCP Wolfpack Borrower Sub, LLC, a Delaware limited liability company (prior to the Target Merger, the "Borrower"), which upon effectiveness of the Target Merger will be merged with and into Berlin Packaging L.L.C., a Delaware limited liability company ("Target", and after the Target Merger, the "Borrower"), each subsidiary of the Borrower from time to time party thereto, Berlin Packaging Holdings, LLC, a Delaware limited liability company, and Deutsche Bank AG New York Branch, as collateral agent for the Secured Parties referred to therein (together with its successors and assigns in such capacity, the "Collateral Agent"). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the "Trademark Collateral"):

all U.S. registered and applied for Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any intent-to-use (or similar) Trademark application prior to the filing and acceptance of a "Statement of Use", "Amendment to Allege Use" or similar filing with respect thereto, only to the extent, if any, that, and solely during the period in which, if any, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark application under applicable law.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

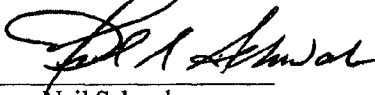
SECTION 5. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. *Termination.* This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Pledgor as the Pledgor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BERLIN PACKAGING L.L.C.

By: 

Name: Neil Schwab
Title: Vice President and Chief
Financial Officer

*[Signature Page to Notice of Grant of Security Interest in Trademarks (First Lien)
(Berlin Packaging L.L.C.)]*

ACCEPTED AND AGREED:

DEUTSCHE BANK AG NEW YORK
BRANCH,
as Collateral Agent

By: Peter Cucchiara
Name: Peter Cucchiara
Title: Vice President

By: [Signature]
Name: Lisa Wong
Title: Vice President

*[Signature Page to Notice of Grant of Security Interest in Trademarks (First Lien) (Berlin
Packaging L.L.C.)]*

TRADEMARK
REEL: 005373 FRAME: 0277

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Berlin Packaging L.L.C.

U.S. Trademark Registrations

No.	Trademark	App. No.	App. Date	Registration No.	Registration Date
1.	ALL-PAK INC.	72180697	12/4/1963	797361	10/5/1965
2.	ANYTHING IS POSSIBLE	75733224	6/21/1999	2889395	9/28/2004
3.	BERLIN	74159244	4/22/1991	1780321	7/6/1993
4.	BOTTLE BEAKER	73709008	2/1/1988	1537983	5/9/1989
5.	FREUND CONTAINER	75906130	1/31/2000	2497782	10/16/2001
6.	FREUND CONTAINER	78457087	7/27/2004	2997873	9/20/2005
7.	HYBRID PACKAGING SUPPLIER	77610169	11/7/2008	4150434	5/29/2012
8.	KAPTCLEAN	74517247	4/26/1994	1895155	5/23/1995
9.	Design Only	73600040	5/21/1986	1450827	8/4/1987
10.	Design Only	75190224	10/31/1996	2161432	6/2/1998
11.	Design Only	73712650	2/22/1988	1568401	11/28/1989
12.	PH7	73651752	3/27/1987	1460099	10/6/1987
13.	QORPAK	73594614	4/21/1986	1568001	11/28/1989
14.	QORPAK	73310750	5/18/1981	1185843	1/12/1982
15.	STUDIO 111	86089144	10/11/2013	4543032	6/3/2014
16.	STUDIO 111	86089154	10/11/2013	4543034	6/3/2014
17.	STUDIO ONE ELEVEN	86089148	10/11/2013	4543033	6/3/2014
18.	STURDEESEAL	73402965	11/17/1982	1294346	9/11/1984
19.	STURDEESEAL	73506462	10/31/1984	1342739	6/18/1985
20.	SUNBURST BOTTLE COMPANY	85348923	6/17/2011	4101834	2/21/2012
21.	U.S. CONTAINER	75833143	10/27/1999	2713834	5/6/2003
22.	UNITED STATES CONTAINER CORPORATION	74041719	3/23/1990	1658239	9/24/1991
23.	WHERE PERFORMANCE IS PART OF THE PACKAGE	76339672	11/20/2001	2757139	8/26/2003
24.	WORKING GLASS	75152638	8/19/1996	2089217	8/19/1997

U.S. Trademark Applications

No.	Trademark	App. No.	App. Date	Registration No.	Registration Date
1.	PACKAGE MORE PROFIT	86123906	11/20/2013	N/A	N/A