

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319149

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	security agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
S. Walter Packaging Corp.		09/30/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	Newspring Mezzanine Capital II, L.P.		
Street Address:	555 E. Lancaster Ave		
Internal Address:	Suite 444		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	LIMITED PARTNERSHIP: PENNSYLVANIA		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	2071307	BAGVERTISING	
Registration Number:	1973321	ECONOVAULT	
Registration Number:	1400310	JET POUCH	
Registration Number:	1976657	MICRO-TEX	
Registration Number:	3943282	S. WALTER PACKAGING	
Registration Number:	1031460	TEXTURE-FLEX	
Registration Number:	3954577	TRANSCASH	
Registration Number:	3954578	TRANSCASH/CHECK	
Registration Number:	3969580	TRANSCOINBAG	
Registration Number:	1400309	TRI-FLEX	
Registration Number:	3826986	UF LINE	
Registration Number:	3585420	ULTRAVault	
Registration Number:	3885193	UNIFLEX	
Registration Number:	2142948	UNIFLEX	
Registration Number:	2034098	UNIFLEX	
Registration Number:	4010059	UNIFLEX SOLUTIONS THAT PERFORM	
Registration Number:	1973320	UNIVault	
Registration Number:	2027460	UNIVault	
Serial Number:	86022223	LABSHIELD	
TRADEMARK			

OP \$540.00 2071307

Property Type	Number	Word Mark
Serial Number:	86356480	LAB SHIELD
Serial Number:	86213031	UNIFLEX PACKAGING SOLUTIONS THAT PERFORM

CORRESPONDENCE DATA

Fax Number: 2155757200

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: 2155757000

Email: tmconfirm@dilworthlaw.com

Correspondent Name: Philip J. Foret

Address Line 1: 1500 Market Street

Address Line 2: Suite 3500E

Address Line 4: Philadelphia, PENNSYLVANIA 19102

NAME OF SUBMITTER: Philip J. Foret

SIGNATURE: /Philip J. Foret/

DATE SIGNED: 10/06/2014

Total Attachments: 19

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of September 30, 2014, by and among S. WALTER PACKAGING CORP., Pennsylvania corporation ("SWP" and collectively with any other Person now or hereafter party hereto, the "Grantors" and each a "Grantor"), and NEWSRING MEZZANINE CAPITAL II, L.P. (together with its successors and assigns, "Lender") in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Senior Subordinated Term Loan and Security Agreement, dated as of September 11, 2014 (as amended, modified, supplemented or restated and in effect from time to time, the "Loan Agreement"), by and among SWP, SWP HOLDCO, LLC, a Delaware limited liability company ("Holdings"), and ARMOR PAPER PRODUCTS COMPANY, INC., a California corporation ("Armor", and together with SWP, Holdings and any other person joined as a Borrower from time to time, collectively, "Borrowers") and the Lender, pursuant to which the Lender has agreed to make loans to the Borrowers upon the terms and subject to the conditions specified in the Loan Agreement; and

WHEREAS, the obligation of the Lender to make loans is conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof, pursuant to which each Grantor grants to the Lender a security interest in and to the IP Collateral (as defined herein), in order to secure the Obligations (as defined in the Loan Agreement).

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Lender hereby agree as follows:

SECTION 1. Definitions.

1.1 Generally. All references herein to the UCC shall mean the Uniform Commercial Code as in effect from time to time in the Commonwealth of Pennsylvania; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided further that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any IP Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than Pennsylvania, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Loan Agreement. In addition, as used herein, the following terms shall have the following meanings:

“Collateral” shall have the meaning assigned to such term in the Loan Agreement.

“Copyrights” shall mean all copyrights and like protections in each work of authorship or derivative work thereof of any Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the United States copyright registrations and copyright applications listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Copyright Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

“Copyright Office” shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

“Loan Agreement” shall have the meaning assigned to such term in the recitals of this Agreement.

“Grantor” and “Grantors” shall have the meaning assigned to such terms in the preamble of this Agreement.

“Intellectual Property” shall have the meaning assigned to such term in Section 3 of this Agreement.

“IP Collateral” shall have the meaning assigned to such term in Section 2 of this Agreement.

“Lender” shall have the meaning assigned to such term in the preamble of this Agreement.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses, Trademark Licenses, and any other license providing for the grant by or to any Grantor of any right under any Intellectual Property.

“Patents” shall mean all patents and applications for patents of any Grantor, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents including, without limitation, the United States patent registrations and patent applications listed on **EXHIBIT B** annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of any Grantor, whether registered or unregistered, including, without limitation, the United States trademark registrations and trademark applications listed on **EXHIBIT C** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Trademark, including, without limitation, the agreements listed on **EXHIBIT C** annexed hereto and made a part hereof.

1.3 Rules of Interpretation. Unless the context of this Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Agreement refer to this Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Obligations shall mean the repayment in full in cash or immediately available funds of all of the Obligations (including the payment of any Expenses that have accrued irrespective of whether demand has been made therefor and the payment of any termination amount then applicable other than unasserted contingent indemnification Obligations). Any reference herein to any Person shall be construed to include such Person’s successors and assigns. References herein to any statute or any provision thereof include such statute or provision (and all rules, regulations and interpretations thereunder) as amended, revised, re-enacted, and /or consolidated from time to time and any successor statute thereto. A Default or Event of Default shall be deemed to exist at all times during the period commencing

on the date that such Default or Event of Default occurs to the date on which such Default or Event of Default is waived in writing pursuant to this Agreement or, in the case of a Default, is cured within any period of cure expressly provided for in this Agreement; and an Event of Default shall “continue” or be “continuing” until such Event of Default has been waived in writing by the Lender.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the security interest granted by each of the Grantors to the Lender under the Loan Agreement, and as further security for the payment or performance, as the case may be, in full of the Obligations, each of the Grantors hereby ratifies such security interest and grants to the Lender a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of such Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “IP Collateral”):

- (a) All Copyrights and Copyright Licenses;
- (b) All Patents and Patent Licenses;
- (c) All Trademarks and Trademark Licenses;
- (d) All other Licenses;
- (e) All renewals of any of the foregoing;
- (f) All trade secrets, know-how and other proprietary information; works of authorship and other copyright works (including copyrights for computer programs), and all tangible and intangible property embodying the foregoing; inventions (whether or not patentable) and all improvements thereto; industrial design applications and registered industrial designs; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases, and other physical manifestations, embodiments or incorporations of any of the foregoing, and any Licenses in any of the foregoing, and all other Intellectual Property and proprietary rights;
- (g) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of each Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof);
- (h) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without

limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;

(i) The right to sue for past, present and future infringements, misappropriations, and dilutions of any of the foregoing; and

(j) All of the Grantors' rights corresponding to any of the foregoing throughout the world.

SECTION 3. Protection of Intellectual Property By Grantors. Except as set forth below in this Section 3, each of the Grantors shall undertake (or shall cause to be undertaken, as applicable) the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d), (e), (f) and (g) (collectively, the "Intellectual Property"):

(a) Pay all applicable renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing and prosecution of the Intellectual Property and take all other applicable steps reasonably necessary to maintain each registration of the Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the material Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) At the Grantors' sole cost, expense and risk, pursue the processing and prosecution of each application for registration which is the subject of the security interest created herein (and not abandon or delay any such efforts).

(d) At the Grantors' sole cost, expense and risk, take any and all appropriate action which the Grantors reasonably deem necessary or actionable under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, no Grantor shall be required to take the actions required by this Section 3 with respect to any item of Intellectual Property if such Grantor determines that taking such action is no longer necessary or desirable in the conduct of the business of such Grantor.

SECTION 4. Grantors' Representations and Warranties. In addition to any representations and warranties contained in any of the other Loan Documents, each Grantor represents and warrants that:

(a) **EXHIBIT A** is a true, correct and complete list as of the date hereof of all registered United States Copyrights owned by such Grantor, applications of such Grantor for registered United States Copyrights and all Copyright Licenses to which such Grantor

is a party as of the date hereof (other than commercially available off the shelf computer programs, products or applications).

(b) **EXHIBIT B** is a true, correct and complete list as of the date hereof of all registered United States Patents owned by such Grantor, applications of such Grantor for registered United States Patents and all Patent Licenses to which such Grantor is a party as of the date hereof.

(c) **EXHIBIT C** is a true, correct and complete list as of the date hereof of all registered United States Trademarks owned by such Grantor, applications of such Grantor for registered United States Trademarks and all Trademark Licenses to which such Grantor is a party as of the date hereof.

(d) Except as set forth in **EXHIBITS A, B and C**, as of the date hereof none of the Intellectual Property owned by such Grantor is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor as of the date hereof.

(e) All IP Collateral owned by such Grantor is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Liens.

(f) Such Grantor owns, or is licensed to use, all Intellectual Property reasonably necessary for the conduct of its business as currently conducted. Except as set forth in **EXHIBIT C**, no claim has been asserted and is pending by any Person challenging or questioning the use by such Grantor of any of its Intellectual Property, or the validity or effectiveness of any of its Intellectual Property, that could reasonably be expected to result in a Material Adverse Change. The use by such Grantor of the Intellectual Property does not infringe the rights of any Person in any respect that could reasonably be expected to result in a Material Adverse Change. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to result in a Material Adverse Change.

SECTION 5. Agreement Applies to Future Intellectual Property.

(a) Each Grantor shall give the Lender prompt written notice, with reasonable detail, following the occurrence of any of the following:

(i) Such Grantor's filing applications for registration of any new Intellectual Property.

(ii) Such Grantor's becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than commercially

available off the shelf computer programs, products or applications and such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(iii) Such Grantor's entering into any new Licenses with respect to the Intellectual Property (other than commercially available off the shelf computer programs, products or applications and such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(iv) Such Grantor's knowing, or having reason to know, that any application or registration relating to any Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding such Grantor's ownership of, or the validity or enforceability of, any Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

(b) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii), (iii) and (iv) of Section 5(a), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. Upon the acquisition by any Grantor of any additional Intellectual Property that is required to be listed on **EXHIBIT A, B, and/or C** (as applicable), such Grantor shall promptly deliver to the Lender an updated **EXHIBIT A, B, and/or C** (as applicable) to this Agreement and hereby authorizes the Lender to file, at such Grantor's expense, such updated Exhibit as set forth in Section 5(c).

(c) Each of the Grantors shall execute and deliver to Lender for recordation any and all agreements, instruments, documents and papers as the Lender may reasonably request to evidence the Lender's security interest in any Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and each of the Grantors hereby constitutes the Lender as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, that the Lender's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6. Grantors' Rights To Enforce Intellectual Property. So long as no Event of Default exists, the Grantors shall have the exclusive right, in their commercially reasonable business judgment, to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, provided, however, that:

(a) The Grantors provide the Lender with written notice of the Grantors' institution of any legal proceedings for enforcement of any Intellectual Property, the infringement of which could reasonably be expected to result in a Material Adverse Change.

(b) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Upon the occurrence and during the continuance of any Event of Default, the Lender, by notice to the Grantors, may terminate or limit the Grantor's rights under this Section 6.

SECTION 7. Lender's Actions To Protect Intellectual Property. In the event of

(a) any Grantor's failure to perform or observe any of such Grantor's covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

the Lender, acting in its own name or in that of any Grantor, may (but shall not be required to) act in any Grantor's place and stead and/or in the Lender's own right in connection therewith.

SECTION 8. Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies under this Agreement and the other Loan Documents, the Lender may exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the Commonwealth of Pennsylvania with respect to the Intellectual Property, in addition to which the Lender may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property, subject to those restrictions to which such Grantor is subject under applicable law and by contract. Any person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and that the Lender is authorized to exercise such rights and remedies. Upon the occurrence and during the continuance of an Event of Default, the use by the Lender of all Patents, Trademarks, Copyrights, Licenses and other Intellectual Property shall be worldwide and without any liability for royalties or other related charges from the Lender to the Grantors.

SECTION 9. Lender As Attorney-In-Fact.

(a) Each of the Grantors hereby irrevocably makes, constitutes and appoints the Lender (and all officers, employees or agents designated by the Lender) as and for such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Lender shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Lender:

(i) To supplement and amend from time to time **EXHIBITS A, B and C** of this Agreement to include any newly developed, applied for, registered, or acquired Intellectual Property of such Grantor and any intent-to-use Trademark applications for which a statement of use or an amendment to allege use has been filed and accepted by the PTO.

(ii) Following the occurrence and during the continuance of an Event of Default, to exercise any of the rights and powers referenced herein.

(iii) Following the occurrence and during the continuance of an Event of Default, to execute all such instruments, documents, and papers as the Lender reasonably determines to be necessary or desirable in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property, subject to those restrictions to which such Grantor is subject under applicable law and by contract.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Lender.

(c) The Lender shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a), but if the Lender elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act, except where a court of competent jurisdiction determines by final and nonappealable judgment that the subject act or omission to act has resulted from the gross negligence or willful misconduct of the Lender.

SECTION 10. Lender's Rights. Any use by the Lender of the Intellectual Property, as authorized hereunder in connection with the exercise of the Lender's rights and remedies under this Agreement and the Loan Agreement, shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

SECTION 11. Intent. This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Lender in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Loan Agreement. All provisions of the Loan Agreement (including, without limitation, the rights, remedies, powers, privileges and discretions of the Lender thereunder) shall apply to the IP Collateral. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the terms of the Loan Agreement shall control with respect to all other Collateral.

SECTION 12. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Lender may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 13. Continuing Agreement. This Agreement is a continuing agreement and shall continue in effect and be binding upon each of the Grantors until termination of all of the commitments of Lender under the Loan Agreement to provide any further extensions of credit and payment in full of the Obligations.

SECTION 14. Notices; Choice of Law and Venue; Jury Trial Waiver. Sections 9.6, 9.15 and 9.16 of the Loan Agreement are incorporated herein by this reference as if more fully set forth herein, mutatis mutandis.

SECTION 15. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 16. Headings. Section headings used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor and the Lender have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTOR:

S. WALTER PACKAGING CORP.

By: 

Name: Kurt Koloseike

Title: President and CEO

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK

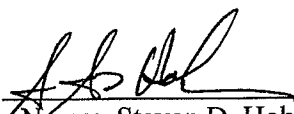
REEL: 005375 FRAME: 0548

LENDER:

NEWSPRING MEZZANINE CAPITAL II, L.P.

By: NSM II GP, L.P.,
its general partner

By: NSM II GP, LLC.,
its general partner

By: 
Name: Steven D. Hobman
Title: President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF *Phila* : SS
:

On this 30TH of September, 2014 before me personally appeared Kurt Koloseike, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of, S. Walter Packaging Corp., a Pennsylvania corporation and not in his individual capacity, that he signed the Intellectual Property Security Agreement pursuant to the corporate authority vested in him; that the within Intellectual Property Security Agreement is the voluntary act of such company; and he desires the same to be recorded as such.

Diane Dillon

Notary Public

My Commission Expires



[NOTARY PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

EXHIBIT A

List of Copyrights and Copyright Licenses

Copyright Registrations and Copyright Licenses

<u>Title</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
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None

EXHIBIT B

List of Patents and Patent Licenses

Patent Registrations and Patent Licenses

PATENT	COUNTRY	APPLICATION NO	REGISTRATION NO	OWNER
Tamper-Resistant Envelope	US	08/773,166	5,788,377	S. Walter Packaging Corp.

EXHIBIT C

List of Trademarks and Trademark Licenses

1. Grantor owns the following trademark registrations:

TRADEMARK	COUNTRY	APPLICATION NO	REGISTRATION NO	OWNER
BAGVERTISING	US	75041527	2071307	S. Walter Packaging Corp.
ECONOVAULT	US	74514117	1973321	S. Walter Packaging Corp.
JET POUCH	US	73572484	1400310	S. Walter Packaging Corp.
MICRO-TEX	US	74/690,725	1,976,657	S. Walter Packaging Corp.
S. WALTER PACKAGING	US	85021430	3943282	S. Walter Packaging Corp.
TEXTURE-FLEX	US	73040955	1031460	S. Walter Packaging Corp.
TRANSCASH*	US	85119729	3954577	Uniflex Holdings, Inc.
TRANSCASH/CHECK*	US	85119734	3954578	Uniflex Holdings, Inc.

TRADEMARK	COUNTRY	APPLICATION NO	REGISTRATION NO	OWNER
TRANSCOINBAG*	US	85119717	3969580	Uniflex Holdings, Inc.
TRI-FLEX	US	73572483	1400309	S. Walter Packaging Corp.
UF LINE	US	77746800	3826986	S. Walter Packaging Corp.
ULTRAVAULT	US	77331944	3585420	S. Walter Packaging Corp.
UNIFLEX	US	77905376	3885193	S. Walter Packaging Corp.
UNIFLEX and Design	US	74502977	2142948	S. Walter Packaging Corp.
UNIFLEX and Design (Top Right Side)	US	74502978	2034098	S. Walter Packaging Corp.
UNIFLEX SOLUTIONS THAT PERFORM and Design	US	77905582	4010059	S. Walter Packaging Corp.
UNIVAULT	US	74514116	1973320	S. Walter Packaging Corp.

117614678_3

TRADEMARK	COUNTRY	APPLICATION NO	REGISTRATION NO	OWNER
UNIVAULT and Design	US	74526407	2027460	S. Walter Packaging Corp.

*Such trademarks are still registered in the name of Uniflex Holdings, Inc., a predecessor-by-merger to the Company.

2. Grantor owns the following trademark applications:

TRADEMARK	COUNTRY	APPLICATION NO	OWNER
LABSHIELD	US	86022223	S. Walter Packaging Corp.
LAB SHIELD and Design	US	86/356,480	S. Walter Packaging Corp.
UNIFLEX PACKAGING SOLUTIONS THAT PERFORM and Design	US	86213031	S. Walter Packaging Corp.

117614678_3

RECORDED: 10/06/2014

**TRADEMARK
REEL: 005375 FRAME: 0556**