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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM325697

SUBMISSION TYPE: NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		12/05/2014	National Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Pac Paper, LLC (fka PKDY Acquisition, LLC)		
Street Address:	3900 W. 43rd Street		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60632		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

### **PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	4563439	JAVAPAC
Registration Number:	4480700	PAC GUARD
Registration Number:	4484469	COLD PAC
Registration Number:	3371352	PREMIUM PAC
Registration Number:	3371353	DELI PAC
Registration Number:	3371351	BAKERY PAC
Registration Number:	3276159	PAC WRAP
Registration Number:	3864237	POLY PAC
Registration Number:	3830580	WAX PAC
Registration Number:	3830581	PATTY PAC
Registration Number:	3864235	MENU PAC
Registration Number:	3947971	ODOR TAMER
Serial Number:	86118295	JAVAWRAP

### **CORRESPONDENCE DATA**

**Fax Number:** 3125774565

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:** 312-577-8265

**Email:** kristin.brozovic@kattenlaw.com

TRADEMARK

900309577 REEL: 005416 FRAME: 0929

Correspondent Name: Kristin Brozovic c/o Katten
Address Line 1: 525 W Monroe Street
Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-544
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	12/10/2014

### **Total Attachments: 4**

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TRADEMARK REEL: 005416 FRAME: 0930

### RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of December 5, 2014 ("Effective Date") by U.S. Bank National Association, as Secured Notes Collateral Agent ("Grantee"), in favor of Pac Paper, LLC (f/k/a PKDY ACQUISITION, LLC), a Delaware limited liability company with an office at 3900 W. 43rd Street, Chicago, Illinois 60632 ("Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Notes Security Agreement (referenced below).

WHEREAS, Grantor entered into that certain Supplement to Pledge and Security Agreement, dated as of April 14, 2014, by and among Grantor and the Grantee, which supplemented that certain Pledge and Security Agreement, dated as of February 1, 2011, by and among certain of Grantor's affiliates, and Grantee (including all annexes, exhibits or schedules thereto, as from time to time amended, restated supplemented and/or otherwise modified from time to time, the "Notes Security Agreement");

WHEREAS, subject to the terms and conditions of the Notes Security Agreement, to evidence further the security interest granted by Grantor to Grantee pursuant to the Notes Security Agreement, Grantor and Grantee entered into that certain Grant of Security Interest in Trademarks, dated as of April 14, 2014 (the "Trademark Security Agreement");

**WHEREAS**, pursuant to the Notes Security Agreement and the Trademark Security Agreement, Grantor granted to Grantee, for the benefit of the holder of the Secured Obligations, a continuing lien on and security interest in all of Grantor's right, title and interest in, to and under the Trademarks, including, without limitation, those Trademarks set forth on <u>Schedule A</u> hereto (collectively, the "Trademark Collateral");

**WHEREAS,** the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 15, 2014 at Reel/Frame 5261/0015;

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee with respect to the Trademark Collateral; and

**WHEREAS,** Grantor desires that Grantee terminates and releases its security interest in the Trademark Collateral.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates, releases and discharges fully, without recourse and without representation or warranty of any kind (either express or implied), its lien on, and security interest in and to, all of the right, title and interest of the Grantee in, to and under the Trademark Collateral, including but not limited to the Trademarks listed on <u>Schedule A</u> hereto, and all of the goodwill of the business connected with the use of, and symbolized by the Trademark Collateral.

The parties hereto authorize and request the Director of Patents and Trademarks of the United States of America to record this Release against the Trademark Collateral. Grantee hereby authorizes Grantor to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest of Assignor in the Trademark Collateral, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency.

TRADEMARK REEL: 005416 FRAME: 0931 Grantee acknowledges and agrees that the Notes Security Agreement and Trademark Security Agreement have been terminated (other than any contingent liabilities or indemnities that expressly survive termination of the Notes Security Agreement and the other Collateral Documents).

Grantee shall take all further actions, and provide to Grantor at Grantor's expense, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

\* \* \* \* \*

TRADEMARK REEL: 005416 FRAME: 0932 IN WITNESS WHEREOF, Grantee has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the Effective Date.

U.S. BANK NATIONAL ASSOCIATION, as Secured Notes Collateral Agent

By: Vida Farcia
Name: Linda E. Garcia
Title: Vice President
Date: December 5, 2014

REEL: 005416 FRAME: 0933

# SCHEDULE A

# $\underline{Trademarks}$

<u>Trademark</u>	Status	<u>Owner</u>	Reg No	Reg Date
JAVAWRAP	Application filed 11/13/13	Pac Paper, LLC	Pending (App. No. 86/118295)	Pending
JAVAPAC	Registered	Pac Paper, LLC	4563439	07/08/2014
PAC GUARD	Approved	Pac Paper, LLC	4480700	2/11/14
COLD PAC	Approved	Pac Paper, LLC	4484469	2/18/14
PREMIUM PAC	Registered	Pac Paper, LLC	3371352	1/22/08
DELI PAC	Registered	Pac Paper, LLC	3371353	1/22/08
BAKERY PAC	Registered	Pac Paper, LLC	3371351	1/22/08
PAC WRAP	Registered	Pac Paper, LLC	3276159	8/7/07
POLY PAC	Registered	Pac Paper, LLC	3864237	10/19/10
WAX PAC	Registered	Pac Paper, LLC	3830580	8/10/10
PATTY PAC	Registered	Pac Paper, LLC	3830581	8/10/10
MENU PAC	Registered	Pac Paper, LLC	3864235	10/19/10
ODOR TAMER	Registered	Pac Paper, LLC	3947971	4/19/11

TRADEMARK REEL: 005416 FRAME: 0934

**RECORDED: 12/10/2014**