TRADEMARK ASSIGNMENT COVER SHEET

### Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM325725

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

| Name  | Formerly | Execution Date | Entity Type           |
|---|----------|----------------|-----------------------|
| Deutsche Bank Trust<br>Company Americas, as<br>Revolving Collateral Agent |          | 12/05/2014     | CORPORATION: NEW YORK |

#### RECEIVING PARTY DATA

| Name:           | BagcraftPapercon IV, LLC (successor to Papercon Inc.) |  |  |
|-----------------|---|--|--|
| Street Address: | 3900 W 43rd Street                                    |  |  |
| City:           | CHICAGO   |  |  |
| State/Country:  | ILLINOIS  |  |  |
| Postal Code:    | 60632   |  |  |
| Entity Type:    | LIMITED LIABILITY COMPANY: DELAWARE                   |  |  |

#### PROPERTY NUMBERS Total: 2

| Property Type        | Number  | Word Mark     |  |
|----------------------|---------|---------------|--|
| Registration Number: | 0309329 | KITCHEN CHARM |  |
| Registration Number: | 1854174 | ECOPAC        |  |

#### 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

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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<del>TRADEMARK</del>

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#### 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 Deutsche Bank Trust Company Americas, as Revolving Collateral Agent, with an office at 60 Wall Street, New York, New York 10005 ("Grantee"), in favor of BagcraftPapercon IV, LLC (successor to Papercon Inc.), 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 Revolving Security Agreement (referenced below).

WHEREAS, Grantor entered into that certain Pledge and Security Agreement, dated as of February 1, 2011, by and among Grantor, 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 "Revolving Security Agreement");

WHEREAS, subject to the terms and conditions of the Revolving Security Agreement, to evidence further the security interest granted by Grantor to Grantee pursuant to the Revolving Security Agreement, Grantor and Grantee entered into that certain Grant of Security Interest in Trademarks, dated as of February 1, 2011 (the "<u>Trademark Security Agreement</u>");

**WHEREAS**, pursuant to the Revolving Security Agreement and the Trademark Security Agreement, Grantor granted to Grantee, for the benefit of the Revolving Secured Parties, 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 February 10, 2011 at Reel/Frame 4476/0239;

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: 005417 FRAME: 0083 Grantee acknowledges and agrees that the Revolving Security Agreement and Trademark Security Agreement have been terminated (other than any contingent liabilities or indemnities that expressly survive termination of the Revolving Security Agreement and the other Credit 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
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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.

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Revolving Collateral Agent

| By: Yold | Te oblida | <u> </u> |
|----------|-----------|----------|
| Name:    | Vice Prii | Clerit   |
| Title    |           |          |

Date: December 5, 2014

Name: Kirk L. Mashjian
Title: Vice President
Date: December 5, 2014

## SCHEDULE A

# $\underline{Trademarks}$

| <u>Trademark</u> | <u>Status</u>           | Owner                       | Appl No  | Appl Date  | Reg No  | Reg Date           |
|------------------|-------------------------|-----------------------------|----------|------------|---------|--------------------|
| KITCHEN<br>CHARM | RENEWED<br>(REGISTERED) | BAGCRAFTPAPERCON<br>IV, LLC | 71340091 | 25-July-33 | 0309329 | January 9, 1934    |
| T ECOPAC         | RENEWED<br>(REGISTERED) | BAGCRAFTPAPERCON<br>IV, LLC | 74359570 | 16-Feb-93  | 1854174 | September 13, 1994 |

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**RECORDED: 12/10/2014**