

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM326400

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Brent River Corp.		12/10/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation		
<b>Street Address:</b>	500 West Monroe Street, Suite 1700		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2942125	BRENT RIVER PACKAGING CORP.	
<b>Registration Number:</b>	1838694	TRI-DELTA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			
<b>Email:</b>	ssexton@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding		
<b>Address Line 1:</b>	1180 Peachtree Street NE		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	15009.009035		
<b>NAME OF SUBMITTER:</b>	Sally Sexton		
<b>SIGNATURE:</b>	/sallysexton/		
<b>DATE SIGNED:</b>	12/17/2014		
<b>Total Attachments: 5</b>			
source=Preium __ EXECUTED Trademark Security Agreement (Brent River)#page1.tif			
source=Preium __ EXECUTED Trademark Security Agreement (Brent River)#page2.tif			
source=Preium __ EXECUTED Trademark Security Agreement (Brent River)#page3.tif			
source=Preium __ EXECUTED Trademark Security Agreement (Brent River)#page4.tif			
source=Preium __ EXECUTED Trademark Security Agreement (Brent River)#page5.tif			

CH \$65.00 2942125

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 10, 2014, is made by Brent River Corp., a Delaware corporation (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 2, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Pretium Packaging, L.L.C., a Delaware limited liability company (the "Borrower"), as successor by merger to GS Pretium Transitory Sub II, LLC, a Delaware limited liability company, the other Credit Parties party thereto, the Lenders from time to time party thereto, the Administrative Agent and GE Capital, as Revolver Agent for the Revolving Lenders (each as defined therein), the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of June 2, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement 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 Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- (a) all of its United States Trademarks (other than Trademarks that are Excluded Property), including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, the such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, as between the parties, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of page intentionally left blank]

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,

BRENT RIVER CORP., as Grantor

By: 

Name: Robert Robison

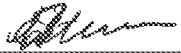
Title: Secretary and Treasurer

{Signature Page to Trademark Security Agreement}

**TRADEMARK**  
**REEL: 005420 FRAME: 0971**

ACKNOWLEDGED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Administrative Agent

By:   
Name: SALMAN MUKHTAR  
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE 1 TO  
TRADEMARK SECURITY AGREEMENT

1. REGISTERED UNITED STATES TRADEMARKS

Grantor	Registration Date	Registration Number	Full Goods/Services
Brent River Corp.	April 19, 2005	2,942,125	(Int'l Class: 20) Non-metal caps for bottles (Int'l Class: 21) Bottles, namely, plastic bottles sold empty for use in the food, pharmaceutical, automotive and cosmetic industries
Brent River Corp.	June 7, 1994	1,838,694	(Int'l Class: 21) Bottles; namely, plastic bottles sold empty for use in the food, pharmaceutical, automotive and cosmetic industries

2. UNITED STATES TRADEMARK APPLICATIONS

None.