

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328863

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE BANK OF NEW YORK MELLON, AS COLLATERAL AGENT		10/31/2014	ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	Pactiv LLC		
Street Address:	1900 WEST FIELD COURT		
City:	LAKE FOREST		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2594094	G	
Registration Number:	3583720		
Registration Number:	2161198		
Registration Number:	2526114	GREENGUARD	
Registration Number:	2114346	PLYFOLD	
Registration Number:	1510967	PLYGOOD	
Registration Number:	2740813	RAINDROP	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	2124082528		
Email:	nytmdpt@bakerbotts.com		
Correspondent Name:	Julie Beth Albert		
Address Line 1:	30 Rockefeller Plaza, 44th Floor		
Address Line 4:	New York, NEW YORK 10112		
ATTORNEY DOCKET NUMBER:	083655.0101		
NAME OF SUBMITTER:	Julie Beth Albert		

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SIGNATURE:	/jba/
DATE SIGNED:	01/13/2015
Total Attachments: 4 source=AT8731 Security interest release (2)#page1.tif source=AT8731 Security interest release (2)#page2.tif source=AT8731 Security interest release (2)#page3.tif source=AT8731 Security interest release (2)#page4.tif	

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Termination and Release"), dated as of October 31, 2014, from The Bank of New York Mellon, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties, to Pactiv LLC (formerly known as Pactiv Corporation, the "Grantor") in connection with that certain Trademark Security Agreement, dated as of November 16, 2010, among the Collateral Agent, the Grantor, Newspring Industrial Corp., Prairie Packaging, Inc. and PWP Industries, Inc. (as amended, restructured, renewed, novated, supplemented, restated, replaced or otherwise modified from time to time, the "Trademark Security Agreement"). Capitalized terms used herein without definition are used as defined in the Collateral Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to Supplement No. 16, dated as of November 16, 2010 and that certain Collateral Agreement, dated as of November 5, 2009 (as amended, restructured, renewed, novated, supplemented, restated, replaced or otherwise modified from time to time, the "Collateral Agreement"), the Grantor assigned and pledged to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and granted to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a Security Interest in the Trademarks, including the Trademarks identified on Schedule I hereto, as further stipulated in the Trademark Security Agreement;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office at Reel 4432, Frame 0641; and

WHEREAS, the Collateral Agent desires to terminate and release the entirety of its Security Interest in such Trademarks identified on Schedule I hereto in accordance with Section 5.15(b) and (d) of the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby agrees as follows:

1. **Release of Security Interest.** The Collateral Agent hereby reassigns, terminates, releases and discharges to the Grantor the Collateral Agent's Security Interest in the Trademarks identified on Schedule I hereto, and any right, title or interest of the Collateral Agent or any other Secured Party therein shall hereby cease and become void.

2. **Further Assurances.** The Collateral Agent shall, at the expense of the Grantor, execute and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements prepared by the Grantor), and take all other actions, necessary or reasonably desirable for the release of the Security Interest as reasonably requested by the Grantor.

3. Applicable Law. This Termination and Release shall be construed in accordance with and governed by the laws of the State of New York, without regard to its conflict of laws provisions.

4. Electronic Delivery. Delivery of an executed page of this Termination and Release by facsimile transmission or other means of electronic transmission (including "pdf") shall be effective as delivery of the Termination and Release signed manually.

5. Miscellaneous. The execution and delivery of this Termination and Release and any document or agreement referred to herein or in connection herewith, and the taking of any action in connection herewith shall be without recourse to, representation or warranty by, the Collateral Agent. The rights, indemnities and protections of Collateral Agent set forth in Article IV of the First Lien Intercreditor Agreement shall apply mutatis mutandis to this Termination and Release and the provisions thereof are incorporated herein by reference. Nothing herein shall be construed to act as a release of, or shall prejudice, such rights, indemnities and protections. The Collateral Agent is acting as instructed by the Applicable Representative pursuant to the terms of the First Lien Intercreditor Agreement. Nothing herein shall be construed to act as a release of, or prejudice the rights of the Collateral Agent or the Secured Parties to, the security interest created under any Security Document, other than in respect of the assets being released hereunder.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

THE BANK OF NEW YORK MELLON,
as Collateral Agent

By: Catherine F. Donohue

Name:

Title:

CATHERINE F. DONOHUE
VICE PRESIDENT

[Signature Page to Termination and Release of Security Interest in Trademarks]

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TRADEMARK

REEL: 005440 FRAME: 0136

SCHEDULE I

Trademarks

Mark	Status	Country	Appl No	Appl Date	Reg No	Reg Date
G (Stylized)	Registered	Australia	876628	5/22/01	876628	2/26/02
G (Stylized)	Registered	Canada	1103932	5/23/01	589513	9/11/03
G (Stylized)	Registered	Mexico	487672	5/29/01	717189	9/27/01
G (Stylized)	Registered	United States	76/205524	2/5/01	2594094	7/16/02
G GREEN GUARD (Stylized)	Registered	Australia	876629	5/22/01	876629	2/26/02
G GREEN GUARD (Stylized)	Registered	Canada	1103931	5/23/01	594414	11/12/03
G GREEN GUARD (Stylized)	Registered	Mexico	487673	5/29/01	717190	9/27/01
G GREEN GUARD (Stylized)	Registered	United States	76/205037	2/5/01	2583720	6/18/02
GREEN (color only)	Registered	United States	75/018639	11/13/95	2161198	6/2/98
GREENGUARD	Registered	United States	76/066412	6/8/00	2526114	1/1/02
PLYFOLD	Registered	United States	75/246118	2/24/97	2114346	11/18/97
PLYGOOD	Registered	United States	73/720972	4/7/88	1510967	11/1/88
RAINDROP	Registered	United States	78/109461	2/18/02	2740813	7/22/03
RCY	Filed	United States	85/924245	5/6/2013		
GREENGUARD RCY	Filed	United States	85/924225	5/6/13		

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RECORDED: 01/13/2015

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