

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329301

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
D&W Fine Pack LLC		01/15/2015	LIMITED LIABILITY COMPANY: DELAWARE
D&W Fine Pack Acquisition (II) LLC		01/15/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as agent
Street Address:	10 South Wacker Drive
Internal Address:	13th Floor, MAC N8405-131
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 49

Property Type	Number	Word Mark
Registration Number:	3982123	MARBELLA
Registration Number:	3975239	TRADEWINDS
Registration Number:	3978796	SAVVY
Registration Number:	3978797	NEW WAVE
Registration Number:	3975240	BLACK PEARL
Registration Number:	3982124	C-GREEN
Registration Number:	3986376	FORUM
Registration Number:	4056811	C&M FINE PACK
Registration Number:	3994481	JETFINE
Registration Number:	4039030	POWER SEAL
Registration Number:	4067866	D&W FINE PACK
Registration Number:	4068146	D&W FINE PACK
Registration Number:	3987161	REVIVE
Registration Number:	4047684	DISPOZ-O
Registration Number:	3871853	ENVIROPLATE
Registration Number:	2669007	ENVIROFOAM

OP \$1240.00 3982123

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2672065	ENVIROFOAM
Registration Number:	2741258	COMBO PAK
Registration Number:	3058494	
Registration Number:	3637467	CREATED BY SCIENCE DEGRADED BY NATURE
Registration Number:	3756518	GREEN2 TECHNOLOGY
Registration Number:	3515943	DISPLAYCAKE
Registration Number:	1334359	CATERSERVE
Registration Number:	1523541	VERSAPAK
Registration Number:	1769342	PERFORMANCEPAK
Registration Number:	2257204	CATERLUXE
Registration Number:	2785995	DISPLAYPIE
Registration Number:	2878745	NATURESPLASTIC
Registration Number:	3484298	FRESHSERVE
Registration Number:	3484299	FRESH PERFORMANCE
Registration Number:	3484300	HERBSHELL
Registration Number:	3484341	PARTIPAK
Registration Number:	3583310	SEESHELL
Registration Number:	3583311	QUIKPAK
Registration Number:	3668884	WILKINSON
Registration Number:	3682496	W
Registration Number:	3796818	CONCEPT TO CONTAINER
Registration Number:	3001051	CM PACKAGING
Registration Number:	3880305	ECO KING
Registration Number:	3823097	SECUREGUARD
Registration Number:	4183233	ACCUWARE
Registration Number:	2182155	JP
Registration Number:	2172829	JETWARE
Registration Number:	3897698	JET PLASTICA
Registration Number:	3897699	JET PLASTICA
Registration Number:	4269064	C-FINE
Registration Number:	4110240	CRUISER BOWL
Serial Number:	86112305	VERSALOCK
Serial Number:	86168490	RESPECT THE FOOD

CORRESPONDENCE DATA

Fax Number: 8044407725

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: 804-775-1150

Email: edavenport@mcguirewoods.com
Correspondent Name: Ashley Z. Crenshaw, McGuireWoods LLP
Address Line 1: 901 East Cary Street
Address Line 4: Richmond, VIRGINIA 23219-4030

ATTORNEY DOCKET NUMBER: 2050298-0063

NAME OF SUBMITTER: Ashley Z. Crenshaw

SIGNATURE: /Ashley Z. Crenshaw/

DATE SIGNED: 01/16/2015

Total Attachments: 9

source=Active_63748856_1_WF_D&W Fine Pack - Trademark Security Agreement (executed)#page1.tif
source=Active_63748856_1_WF_D&W Fine Pack - Trademark Security Agreement (executed)#page2.tif
source=Active_63748856_1_WF_D&W Fine Pack - Trademark Security Agreement (executed)#page3.tif
source=Active_63748856_1_WF_D&W Fine Pack - Trademark Security Agreement (executed)#page4.tif
source=Active_63748856_1_WF_D&W Fine Pack - Trademark Security Agreement (executed)#page5.tif
source=Active_63748856_1_WF_D&W Fine Pack - Trademark Security Agreement (executed)#page6.tif
source=Active_63748856_1_WF_D&W Fine Pack - Trademark Security Agreement (executed)#page7.tif
source=Active_63748856_1_WF_D&W Fine Pack - Trademark Security Agreement (executed)#page8.tif
source=Active_63748856_1_WF_D&W Fine Pack - Trademark Security Agreement (executed)#page9.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 15th day of January, 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 15, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among D&W Fine Pack Holdings LLC, a Delaware limited liability company ("Parent"), D&W Fine Pack LLC, a Delaware limited liability company ("Fine Pack"), and certain of its Affiliates party thereto as "Borrowers" (each of such Affiliates, together with Fine Pack, is referred to hereinafter as a "Borrower" and collectively, the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group and the Bank Product Providers have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of January 15, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

all of its Trademarks, including those referred to on Schedule I;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each such Intellectual Property License; and

all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any such Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain ownership rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

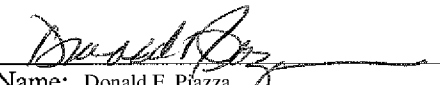
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

D&W FINE PACK LLC,
a Delaware limited liability company

By: 
Name: Donald F. Piazza
Title: Chairman

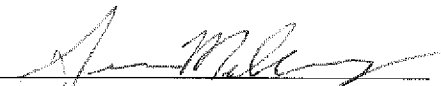
D&W FINE PACK ACQUISITION (II) LLC,
a Delaware limited liability company

By: 
Name: Donald F. Piazza
Title: Chairman

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking
association

By: 

Name: Sean Mullaney

Its Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Ser./App No.	Reg. No.	Mark	Owner of Record	Country
77824296	3982123	MARBELLA	D&W Fine Pack LLC	United States
77824298	3975239	TRADEWINDS	D&W Fine Pack LLC	United States
77824299	3978796	SAVVY	D&W Fine Pack LLC	United States
77824301	3978797	NEW WAVE	D&W Fine Pack LLC	United States
77824303	3975240	BLACK PEARL	D&W Fine Pack LLC	United States
77824304	3982124	C-GREEN	D&W Fine Pack LLC	United States
77824306	3986376	FORUM	D&W Fine Pack LLC	United States
77828206	4056811	C&M FINE PACK	D&W Fine Pack LLC	United States
77828214	3994481	JETFINE	D&W Fine Pack LLC	United States
77828219	4039030	POWER SEAL	D&W Fine Pack LLC	United States
77909236	4067866	D&W FINE PACK	D&W Fine Pack LLC	United States
85059874	4068146	 D&W FINE PACK	D&W Fine Pack LLC	United States
85094497	3987161	REVIVE	D&W Fine Pack LLC	United States
85049558	4047684	DISPOZ-O	D&W Fine Pack LLC	United States
77405055	3871853	ENVIROPLATE	D&W Fine Pack LLC	United States
76385591	2669007	 ENVIROFOAM	D&W Fine Pack LLC	United States
76385595	2672065	ENVIROFOAM ENVIROFOAM	D&W Fine Pack LLC	United States
76385592	2741258	COMBO PAK	D&W Fine Pack LLC	United States
76610753	3058494		D&W Fine Pack LLC	United States
77386302	3637467	CREATED BY SCIENCE DEGRADED BY NATURE	D&W Fine Pack LLC	United States
77454703	3756518	GREEN2 TECHNOLOGY	D&W Fine Pack LLC	United States
77421993	3515943	DISPLAYCAKE	D&W Fine Pack LLC	United States

Ser./App No.	Reg. No.	Mark	Owner of Record	Country
73499195	1334359	CATERSERVE	D&W Fine Pack LLC	United States
73738601	1523541	VERSAPAK	D&W Fine Pack LLC	United States
74188155	1769342	PERFORMANCEPAK	D&W Fine Pack LLC	United States
75497399	2257204	CATERLUXE	D&W Fine Pack LLC	United States
76471474	2785995	DISPLAYPIE DISPLAYPIE	D&W Fine Pack LLC	United States
76523827	2878745	NaturesPLAstic NATURESPLASTIC	D&W Fine Pack LLC	United States
77366820	3484298	FRESHSERVE	D&W Fine Pack LLC	United States
77366828	3484299	FRESH PERFORMANCE	D&W Fine Pack LLC	United States
77366835	3484300	HERBSHELL	D&W Fine Pack LLC	United States
77367498	3484341	PARTIPAK	D&W Fine Pack LLC	United States
77533998	3583310	SEESHELL	D&W Fine Pack LLC	United States
77534027	3583311	QUIKPAK	D&W Fine Pack LLC	United States
77642086	3668884	WILKINSON	D&W Fine Pack LLC	United States
77642090	3682496	 W	D&W Fine Pack LLC	United States
77642098	3796818	CONCEPT TO CONTAINER	D&W Fine Pack LLC	United States
78361404	3001051	CM PACKAGING	D&W Fine Pack LLC	United States
77387453	3880305	ECO KING	D&W Fine Pack LLC	United States
1555878	TMA885957	C-FINE	D&W Fine Pack LLC	Canada
1544014	TMA853018	CRUISER BOWL	D&W Fine Pack LLC	Canada
1485327	TMA880063	D&W FINE PACK	D&W Fine Pack LLC	Canada
1485328	TMA880400	 D&W FINE PACK	D&W Fine Pack LLC	Canada

Ser./App No.	Reg. No.	Mark	Owner of Record	Country
1406529	TMA771856	FRESH PERFORMANCE	D&W Fine Pack LLC	Canada
1406527	TMA772343	FRESHSERVE	D&W Fine Pack LLC	Canada
1406531	TMA772214	HERBSHELL	D&W Fine Pack LLC	Canada
1406530	TMA771965	PARTIPAK	D&W Fine Pack LLC	Canada
1406532	TMA763828	QUIKPAK	D&W Fine Pack LLC	Canada
1678796		RESPECT THE FOOD	D&W Fine Pack LLC	Canada
1502380		REVIVE	D&W Fine Pack LLC	Canada
1406533	TMA764151	SEESHELL	D&W Fine Pack LLC	Canada
1670960		VERSALOCK	D&W Fine Pack LLC	Canada
1418307	TMA771964	VERSAPAK	D&W Fine Pack LLC	Canada
1425469	TMA770919	 W Design	D&W Fine Pack LLC	Canada
1425470	TMA788283	WILKINSON	D&W Fine Pack LLC	Canada
77807026	3823097	 SECUREGUARD	D&W Fine Pack LLC	United States
85492667	4183233	ACCUWARE	D&W Fine Pack LLC	United States
75301912	2182155	 JP	D&W Fine Pack LLC	United States
75302073	2172829	JETWARE	D&W Fine Pack LLC	United States
77651574	3897698	 JET PLASTICA	D&W Fine Pack LLC	United States

Ser./App No.	Reg. No.	Mark	Owner of Record	Country
77651586	3897699	JET PLASTICA	D&W Fine Pack LLC	United States
86112305		VERSALOCK	D&W Fine Pack LLC	United States
86168490		RESPECT THE FOOD	D&W Fine Pack LLC	United States
85372787	4269064	C-FINE	D&W Fine Pack LLC	United States
85302008	4110240	CRUISER BOWL	D&W Fine Pack LLC	United States

Trade Names

None.

Common Law Trademarks

N/A	N/A	HARMONY	D&W Fine Pack Acquisition (II) LLC	United States
N/A	N/A	FUSION	D&W Fine Pack Acquisition (II) LLC	United States

Trademarks Not Currently In Use

None.

Trademark Licenses

None.