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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM335025

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		03/13/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SIG Combibloc Inc.	
Street Address:	1209 Orange Street	
City:	Wilmington	
State/Country:	DELAWARE	
Postal Code:	19801	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1914826	COMBITOP

CORRESPONDENCE DATA

Fax Number: 2128594000

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: 2128598778

Email: novika.ishar@friedfrank.com

Correspondent Name: Novika Ishar

Address Line 1: One New York Plaza

Address Line 4: New York, NEW YORK 10004

NAME OF SUBMITTER:	Novika Ishar
SIGNATURE:	/NI/
DATE SIGNED:	03/13/2015

Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Termination and Release"), dated as of March 13, 2015, from The Bank of New York Mellon, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties, to SIG Combibloc Inc. (the "Grantor") in connection with that certain Trademark Security Agreement, dated as of November 5, 2009, among the Collateral Agent, the Grantor, Closure Systems International Inc., Reynolds Consumer Products Inc. and Reynolds Foil 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 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 4103, Frame 0708; and

WHEREAS, the Collateral Agent desires to terminate and release the entirety of its Security Interest in the Grantor's Trademarks (including those listed on <u>Schedule I</u> 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. <u>Release of Security Interest</u>. The Collateral Agent hereby reassigns, terminates, releases and discharges to the Grantor the Collateral Agent's Security Interest in all of the Grantor's right, title or interest in, to and under all of the Trademarks of the Grantor (including those listed on <u>Schedule I</u> hereto) owned by the Grantor or in which the Grantor has any right, title or interest as security for the payment or performance, as

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the case may be, in full of the obligations, and any right, title or interest of the Collateral Agent or any other Secured Party therein shall hereby cease and become void.

- 2. <u>Further Assurances</u>. 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. <u>Applicable Law</u>. 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. <u>Electronic Delivery</u>. 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. <u>Miscellaneous</u>. 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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TRADEMARK REEL: 005477 FRAME: 0419 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

Name:

Title:

CATHERINE P. DONOHUE VICE PRESIDENT

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

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SCHEDULE I

$\underline{Trademarks}$

Trademark	Registration Number
COMBITOP	1914826

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RECORDED: 03/13/2015

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