

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM337436

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Total Innovative Packaging, Inc.		01/29/2015	CORPORATION: DELAWARE
Capitol Cups, Inc.		01/29/2015	CORPORATION: DELAWARE
Capitol Plastic Products, L.L.C.		01/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
CV Partners		01/29/2015	PARTNERSHIP: ALABAMA
CSP Technologies, Inc.		01/29/2015	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	BARCLAYS BANK PLC, AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	388 MARKET STREET, SUTIE 1700
<b>City:</b>	SAN FRANCISCO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94111
<b>Entity Type:</b>	BANKING CORPORATION ORGANIZED UNDER THE LAWS OF ENGLAND AND WALES: NOT PROVIDED

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
<b>Registration Number:</b>	2526427	ACTIV-DRI
<b>Registration Number:</b>	2458970	ACTIV-STRIP
<b>Registration Number:</b>	2548705	ACTIV-VIAL
<b>Registration Number:</b>	2465525	CSP TECHNOLOGIES
<b>Registration Number:</b>	2461542	CSP TECHNOLOGIES ENGINEERED POLYMERIC SO
<b>Registration Number:</b>	2495884	CSP TECHNOLOGIES ENGINEERED POLYMERIC SO
<b>Registration Number:</b>	3809086	CSP TECHNOLOGIES ENGINEERED PACKAGING SO
<b>Registration Number:</b>	2517075	CSP
<b>Registration Number:</b>	3911479	SIP /N TOSS
<b>Registration Number:</b>	3465463	ACTIV-POLYMER
<b>Registration Number:</b>	3746619	EASY TUMBLER
<b>Registration Number:</b>	4326186	USA KIDS

CH \$315.00 2526427

**CORRESPONDENCE DATA****Fax Number:** 2128225178

*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:** 2125305178**Email:** lkass@milbank.com**Correspondent Name:** Milbank, Tweed, Hadley & McCloy, LLP**Address Line 1:** 28 Liberty Street**Address Line 2:** c/o Lawrence Kass**Address Line 4:** New York, NEW YORK 10005

<b>ATTORNEY DOCKET NUMBER:</b>	28804.13100
<b>NAME OF SUBMITTER:</b>	Lawrence Kass
<b>SIGNATURE:</b>	/s/ Lawrence Kass
<b>DATE SIGNED:</b>	04/07/2015

**Total Attachments: 5**

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source=2.3.5 Trademark Security Agreement (EXECUTED)#page5.tif

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**(Trademark, Trademark Registrations, Trademark Applications and Trademark Licenses)**

WHEREAS, each of the undersigned (each a "Grantor" and, collectively, the "Grantors") owns, or in the case of licenses is a party to, the Intellectual Property Collateral (as defined below);

WHEREAS, the Grantors, among others, certain lenders and Barclays Bank PLC, as administrative agent and swingline lender, are parties to a Credit Agreement, dated as of January 29, 2015 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to (i) a Security Agreement, dated as of January 29, 2015 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), entered into between, among others, the Grantors and Barclays Bank PLC, as Administrative Agent (in such capacity, the "Administrative Agent", which expression shall include its successors, assigns and transferees) and (ii) certain other Security Agreement Documents (including this Intellectual Property Security Agreement), the Grantors have secured the Secured Obligations (as defined in the Security Agreement) by granting to the Administrative Agent as security trustee for the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Grantors, including all right, title and interest of the Grantors in, to and under the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor grants to the Administrative Agent, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) which is registered or the subject of an application for registration with the United States Patent and Trademark Office, each a "U.S. Trademark", owned by each Grantors, including, without limitation, each United States Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, such Trademark (provided that no security interest shall be granted in United States intent-to-use Trademark applications, prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications or any registrations that issue therefrom under applicable federal law);

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of any U.S. Trademark owned by each Grantor (including,

without limitation, any U.S. Trademark identified in Schedule 1 hereto) or for the goodwill associated with any of the foregoing; and

(iii) all causes of action arising prior to or after the date hereof for infringement of any of the U.S. Trademarks or unfair competition regarding the same.

Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantors to the Administrative Agent pursuant to the Security Agreement. The parties acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Intellectual Property Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. Each Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. Each Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

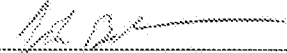
This Intellectual Property Security Agreement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement and those of the Security Agreement, the Security Agreement shall prevail.

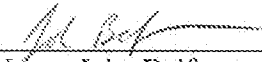
[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

CV HOLDINGS, L.L.C.  
TOTAL INNOVATIVE PACKAGING, INC.  
CAPITOL CUPS, INC.  
CAPITOL PLASTIC PRODUCTS, L.L.C.  
CV PARTNERS  
each as a Grantor

By:   
Name: John Belfance  
Title: Chief Executive Officer and  
President

CSP TECHNOLOGIES, INC.  
as a Grantor

By:   
Name: John Belfance  
Title: Chief Executive Officer

BARCLAYS BANK PLC  
as Administrative Agent

By: \_\_\_\_\_

Name:  
Title:

  
**Craig Malloy**  
**Director**

[Signature Page to the Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005493 FRAME: 0384**

**SCHEDULE 1**

<b>Trademark</b>	<b>Country</b>	<b>Serial No.</b>	<b>Registration Stage</b>	<b>Registration No.</b>	<b>Owner</b>
ACTIV-DRI	US	75566494	Registered	2526427	CSP Technologies, Inc.
ACTIV-STRIP	US	75566497	Registered	2458970	CSP Technologies, Inc.
ACTIV-VIAL	US	75566499	Registered	2548705	CSP Technologies, Inc.
CSP TECHNOLOGIES	US	76033420	Registered	2465525	CSP Technologies, Inc.
CSP TECHNOLOGIES ENGINEERED POLYMERIC SOLUTIONS (Logo)	US	76033421	Registered	2461542	CSP Technologies, Inc.
CSP TECHNOLOGIES ENGINEERED POLYMERIC SOLUTIONS (Word)	US	76033422	Registered	2495884	CSP Technologies, Inc.
CSP Technologies - Engineered Packaging Solutions	US	77678265	Registered	3809086	CSP Technologies, Inc.
CSP	US	76167900	Registered	2517075	CSP Technologies, Inc.
SIP 'N TOSS	US	77456644	Registered	3911479	CSP Technologies, Inc.
ACTIV-POLYMER	US	77175586	Registered	3465463	CSP Technologies, Inc.
EASY TUMBLER	US	77773333	Registered	3746619	Capitol Cups, Inc.
USA KIDS	US	85770027	Registered	4326186	Capitol Cups, Inc.