

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337553

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PLASTIC PACKAGING TECHNOLOGIES, LLC		11/25/2014	LIMITED LIABILITY COMPANY: DELAWARE
PPT HOLDINGS LLC		11/25/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION, as ADMINISTRATIVE AGENT		
Street Address:	505 N. 7TH STREET		
City:	ST. LOUIS		
State/Country:	MISSOURI		
Postal Code:	63101		
Entity Type:	NATIONAL ASSOCIATION: MISSOURI		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3085062	P	
Serial Number:	86207587	PURPOSEFUL. POWERFUL. PACKAGING.	
Serial Number:	86207605	PLASTIC PACKAGING TECHNOLOGIES, LLC PURP	
Serial Number:	86207598	BECAUSE A PRODUCT REALLY IS JUDGED BY IT	
CORRESPONDENCE DATA			
Fax Number:	3142592020		
<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:	314-259-2000		
Email:	susan.murphy@bryancave.com		
Correspondent Name:	BRYAN CAVE LLP		
Address Line 1:	211 NORTH BROADWAY, SUITE 3600		
Address Line 4:	ST. LOUIS, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	0316040		
NAME OF SUBMITTER:	BENJAMIN J. SODEY		
SIGNATURE:	/Benjamin J. Sodey/		
DATE SIGNED:	04/07/2015		

CH \$115.00 3085062

Total Attachments: 5

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of November 25, 2014, among PLASTIC PACKAGING TECHNOLOGIES, LLC, a Delaware limited liability company (the "Borrower"), each of the other Persons listed on the signature pages hereto as a Grantor (each, including the Borrower, a "Grantor", and collectively, the "Grantors"), U.S. BANK NATIONAL ASSOCIATION, as administrative agent (in such capacity, the "Administrative Agent") under the Credit Agreement referred to in the next paragraph.

Reference is made to (a) the Amended and Restated Credit Agreement, dated as of the date hereof, among the Borrower, the Guarantors party thereto, the Lenders party thereto, U.S. Bank National Association, as Administrative Agent, Co-Lead Arranger, Joint Bookrunner, Issuing Bank and Swingline Lender, and PNC Bank National Association, as Syndication Agent, Co-Lead Arranger and Joint Bookrunner (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (b) the Amended and Restated Pledge and Security Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the Grantors party thereto, and the Administrative Agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Subsidiary Guarantors (including the Grantor) guaranteed the obligations of the Borrower pursuant to the Credit Agreement and the Borrower and the Subsidiary Guarantors (including the Grantor) secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Guarantors (including the Grantor) are subsidiaries or affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement. The rules of interpretation specified in the concluding paragraph of Section 1.1 and in Section 9.8 of the Credit Agreement shall be applicable to this Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does bargain, sell, convey, assign, set over, mortgage, pledge, hypothecate and transfer to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

2.1 all trademarks, service marks, company names, uniform resource locations (URL's), domain names and general intangibles of like nature, now existing or hereafter adopted

or acquired, including, but not limited to those listed on Schedule I hereto, all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office and all reissues, continuations, extensions and renewals thereof and amendments thereto (the "Trademarks");

2.2 all assets, rights and interests that uniquely reflect or embody the Trademarks;

2.3 all goodwill associated with or symbolized by the Trademarks; and

2.4 all proceeds thereof, including all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto.

3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

[Remainder of this page intentionally left blank]

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


PLASTIC PACKAGING TECHNOLOGIES, LLC

By: Donald Piazza
Name: Donald Piazza
Title: Vice President

PPT HOLDINGS LLC

By: Donald Piazza
Name: Donald Piazza
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION
as Administrative Agent

By: 
Name: Jason C. Nadler
Title: Senior Vice President

PLASTIC PACKAGING TECHNOLOGIES, LLC et al. Trademark Security Agreement

TRADEMARK
REEL: 005494 FRAME: 0061

SCHEDULE 1

TRADEMARKS

A. Registered Trademarks

Trademark Schedule:

<u>Name of Owner</u>	<u>Trademark</u>	<u>Reg. / Appl. #</u>	<u>Reg. / Appl. Date</u>
U.S. Bank National Association	P & Design	3,085,062	4-25-2006
Borrower	PURPOSEFUL. POWERFUL. PACKAGING.	86/207,587	2-28-2014
Borrower	<u>Plastic Packaging Technologies, LLC</u> <small>PURPOSEFUL. POWERFUL. PACKAGING.</small>	86/207,605	2-28-2014
Borrower	<i>product</i> because a <i>book</i> really is judged by its <i>cover</i> . <i>packaging</i>	86/207,598	2-28-2014

B. Unregistered Trademarks and Service Marks

Borrower also may have common law rights to the below logo:

