

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354668

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in United States Trademarks (ABL Credit Facility)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Consolidated Container Company LP		09/03/2014	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	300 Galleria Parkway, Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3193575	LAMICON
Registration Number:	3147220	CONSOLIDATED CONTAINER COMPANY
Registration Number:	1160058	6-PAK
Registration Number:	1148958	AQUALITE
Registration Number:	3099833	S T C
Registration Number:	1902759	PARTY PAK
Registration Number:	1674950	NEW WAVE WATER SYSTEMS
Registration Number:	3444190	ECOPRIME
Registration Number:	3293036	PRISMA
Registration Number:	1579954	
Registration Number:	1160057	SUPER SIX

CORRESPONDENCE DATA

Fax Number: 7044448857

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: 7043432104

Email: twitcher@mcguirewoods.com

Correspondent Name: Terry L. Witcher, Paralegal

OP \$290.00 3193575

Address Line 1: McGuireWoods LLP
Address Line 2: 201 N. Tryon Street, Suite 3000
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	(2039261-0144)
NAME OF SUBMITTER:	Terry L. Witcher, Paralegal
SIGNATURE:	/s/ Terry L. Witcher
DATE SIGNED:	09/10/2015

Total Attachments: 6
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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

(ABL CREDIT FACILITY)

This Trademark Security Agreement, dated as of September 3, 2014, by and between CONSOLIDATED CONTAINER COMPANY LP, a limited partnership formed under the laws of Delaware (the "Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as Collateral Agent pursuant to the Credit Agreement dated as of July 3, 2012 (in such capacity together with its successors and assigns, the "Grantee").

WITNESSETH:

Whereas, the Grantor is party to a Security Agreement dated as of July 3, 2012 (the "Security Agreement") in favor of the Grantee pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement; and

Whereas, the Grantor is a party to (1) a Credit Agreement dated July 3, 2012 providing a revolving credit facility to Consolidated Container Company LLC, a Delaware limited liability company, Plastic Containers LLC, a Delaware limited liability company, the Grantor, Consolidated Container Finance Inc., a Delaware corporation and STC Plastics Inc., a California corporation (the "ABL Credit Facility") and (2) a Credit Agreement dated July 3, 2012 providing a \$370,000,000 term loan to Consolidated Company LLC, a Delaware limited liability company (the "Term Loan Facility");

Whereas, the Grantor is a party to an Incremental Facility Supplement dated as of June 17, 2014 ("Incremental Facility Supplement"), by and between CCC LLC, Citicorp North America, Inc., as initial lender and administrative agent under Second Lien Credit Agreement (as defined in the Incremental Facility Supplement) and Bank of America, N.A., as administrative agent under ABL Credit Facility;

Now, therefore, in consideration of the premises and to induce the Grantee, for the benefit of the Secured Parties, to enter into the Credit Agreement and the Incremental Facility, the Grantor hereby agrees with the Grantee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Grantee for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the Trademarks owned by such Grantor including, without limitation, those registered or applied for Trademarks listed on Schedule I attached hereto and all Proceeds of any and all of the foregoing; provided that with respect to any United States Trademark, applications in the United States Patent and Trademark Office on the basis of any Grantor's "intent to use" such Trademarks will not be deemed to be Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application

shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademarks made and 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. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 5. Termination. Upon termination of the Security Agreement, the security interest granted pursuant to this Trademark Security Agreement shall be automatically released and the Grantee shall, at the reasonable request of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in all the Trademarks owned by the Grantor, including, without limitation, those registered or applied for Trademarks listed on Schedule I attached hereto.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CONSOLIDATED CONTAINER COMPANY
LP, as Grantor

By: Plastic Containers LLC,
as General Partner

By: Consolidated Container Company LLC,
as Sole Member

By: 
Name: Louis Lettes
Title: Chief Legal & Compliance Officer

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent and Grantee

By: _____
Name:
Title:

[ABL Trademark Security Agreement]

TRADEMARK
REEL: 005620 FRAME: 0574

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CONSOLIDATED CONTAINER COMPANY
LP, as Grantor

By: Plastic Containers LLC,
as General Partner

By: Consolidated Container Company LLC,
as Sole Member

By: _____
Name:
Title:

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent and Grantee

By: *Dennis S. Losin*
Name: Dennis S. Losin
Title: Senior Vice President

[ABL Trademark Security Agreement]

TRADEMARK
REEL: 005620 FRAME: 0575

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

UNITED STATES TRADEMARKS:

Registrations:

Mark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Owner
LAMICON	U.S.	78/824893 2/28/2006	3193575 1/2/2007	Consolidated Container Company LP
CONSOLIDATED CONTAINER COMPANY	U.S.	76/624406 12/15/2004	3147220 9/26/2006	Consolidated Container Company LP
6-PAK	U.S.	73/230256 9/4/1979	1160058 7/7/1981	Consolidated Container Company LP
AQUALITE	U.S.	73/195775 12/6/1978	1148958 3/24/1981	Consolidated Container Company LP
S T C	U.S.	76/640184 6/1/2005	3099833 6/6/2006	Consolidated Container Company LP
PARTY PAK	U.S.	74/514514 4/20/1994	1902759 7/4/1995	Consolidated Container Company LP
NEW WAVE WATER SYSTEMS	U.S.	74/127025 12/31/1990	1674950 2/11/1992	Consolidated Container Company LP
ECOPRIME	U.S.	77/234127 7/19/2007	3444190 6/10/2008	Consolidated Container Company LP
PRISMA	U.S.	77/058577 12/6/2006	3293036 9/18/2007	Consolidated Container Company LP
DESIGN ONLY	U.S.	73646934 2/27/1987	1579954 1/30/1990	Consolidated Container Company LP

Mark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Owner
SUPER SIX	U.S.	73230255 9/4/1979	1160057 7/7/1981	Consolidated Container Company LP

Applications:

None.