

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357487

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Liqui-Box Corporation		10/01/2015	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 W Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4265428	FLIP-N-SEAL	
Registration Number:	3835875	QCD ENCORE	
Registration Number:	3006085	STARASEPT	
Registration Number:	1177326	HANDI-TAP	
Registration Number:	1175856	INPACO	
Registration Number:	1176643	INPACO	
Registration Number:	1282162	LB	
Registration Number:	1620839	LIQUI-BOX	
Registration Number:	1483499	QC/D	
Registration Number:	1488503	UNGLASS	
Serial Number:	86153376	LB LIQUI-BOX	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		

CH \$290.00 4265428

TRADEMARK

ATTORNEY DOCKET NUMBER:	387132-126
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	10/05/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 1, 2015, is made by LIQUI-BOX CORPORATION, an Ohio corporation (the "Grantor"), in favor of Antares Capital LP ("Antares"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 1, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto, Antares, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Guarantor that is a Credit Party has agreed, pursuant to that certain Guaranty and Security Agreement dated as of October 1, 2015 in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks (other than Excluded Property), including, without limitation, the Trademarks referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities (as defined in the Credit Agreement) at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the 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. If there is a conflict between this agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

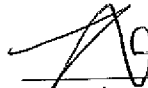
Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]



IN WITNESS WHEREOF, each 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,

LIQUI-BOX CORPORATION,
as Grantor

By: 
Name: Lou Marmo
Title: Chief Financial Officer and Treasurer

Schedule 1

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Classes	Status	Current Owner of Record
AQUAPUR	USA	86676288 06/26/2015		16	Pending Intent to Use	Liqui-Box Corporation
ECOFLEX99	USA	86151236 12/23/2013		20	Pending Intent to Use Published 11/18/2014	Liqui-Box Corporation
ECOFLEX99 and Design 	USA	86152734 12/26/2013		20	Pending Intent to Use Published 12/02/2014	Liqui-Box Corporation
FLEXASEPT	USA	86676296 06/26/2015		16	Pending Intent to Use	Liqui-Box Corporation
HELICAL	USA	86148129 12/19/2013		20	Pending Intent to Use Published 12/09/2014	Liqui-Box Corporation
LB LIQUI-BOX and Design 	USA	86153376 12/27/2013		7, 16, 20, 21, 37, 41	Pending Published 05/27/2014	Liqui-Box Corporation
LIQUI-BOX DESIGN, CONNECT, DELIVER.	USA	86303435 06/08/2014		7, 16, 17, 20, 21	Pending Intent to Use Published 11/18/2014	Liqui-Box Corporation
LIQUI-SURE	USA	85785548 11/21/2012		20	Pending Intent to Use Published 11/26/2013	Liqui-Box Corporation

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Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Class/es	Status	Current Owner of Record
ORBITTER	USA	86148112 12/19/2013		7	Pending Intent to Use Published 05/06/2014	Liqui-Box Corporation
QCD-DP	USA	86306481 06/11/2014		21	Pending Intent to Use Notice of Allowance issued	Liqui-Box Corporation
SECUREPROBE	USA	86148455 12/19/2013		20	Pending Intent to Use Published 12/09/2014	Liqui-Box Corporation
FLIP-N-SEAL	USA	85421058 09/13/2011	4265428 12/25/2012	21	Registered	Liqui-Box Corporation
QCD ENCORE	USA	77683386 03/04/2009	3835875 08/17/2010	21	Registered	Liqui-Box Corporation
STARASEPT	USA	75796539 09/10/1999	3006085 10/11/2005	7, 16	Registered	Liqui-Box Corporation
DUPONT LIQUID PACKAGING SYSTEMS	Ohio		1413485 09/26/2003	20, 42	Registered and Renewed	Liqui-Box Corporation
HANDI-TAP	USA	73289643 12/15/1980	1177326 11/10/1981	21	Registered and Renewed	Liqui-Box Corporation
INPACO and Design INPACO	USA	73274848 08/20/1980	1175856 11/03/1981	7	Registered and Renewed	Liqui-Box Corporation
INPACO and Design INPACO	USA	73274849 08/20/1980	1176643 11/03/1981	42	Registered and Renewed	Liqui-Box Corporation

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Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Class/es	Status	Current Owner of Record
LB Stylized Letters	USA	73407883 01/03/1983	1282162 06/19/1984	7, 16, 20, 21, 37, 41	Registered and Renewed	Liqui-Box Corporation
LIQUI-BOX	USA	73838585 11/13/1989	1620839 11/06/1990	7, 16, 20, 21, 37, 41	Registered and Renewed	Liqui-Box Corporation
QC/D	USA	73675826 07/31/1987	1483499 04/05/1988	21	Registered and Renewed	Liqui-Box Corporation
UNGLASS	USA	73674511 07/27/1987	1488503 05/17/1988	21	Registered and Renewed	Liqui-Box Corporation

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