

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM361056

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Packaging Coordinators, Inc.		08/01/2014	CORPORATION: DELAWARE
Packaging Coordinators, LLC		08/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
AndersonBrecon Inc.		08/01/2014	CORPORATION: ILLINOIS

## RECEIVING PARTY DATA

<b>Name:</b>	Royal Bank of Canada, as Agent
<b>Street Address:</b>	20 King Street West, 4th Floor
<b>City:</b>	Toronto
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5H 1C4
<b>Entity Type:</b>	Bank: CANADA

## PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2744906	DELPOUCH
Registration Number:	3392953	DELSTRIP
Registration Number:	3412228	HINGEPAK
Registration Number:	4237920	ANDERSONBRECON
Registration Number:	3998324	ASSURADOSE
Registration Number:	3554547	CIAB
Registration Number:	3561501	COMPLIANCE IN A BOTTLE
Registration Number:	4002596	DURAPAC
Registration Number:	3994132	INTUIDOSE
Registration Number:	3998325	INTUIPAC
Registration Number:	3998323	INTUIPAC ACHIEVE
Registration Number:	3998322	INTUIPAC ASCEND
Serial Number:	76700134	ECOPAC
Serial Number:	85711488	PCI
Serial Number:	85711500	PACKAGING COORDINATORS, INC.

CH \$390.00 2744906

**CORRESPONDENCE DATA****Fax Number:** 2123037064*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:** 212.318.6824**Email:** christinedionne@paulhastings.com**Correspondent Name:** Christine Dionne c/o Paul Hastings LLP**Address Line 1:** 75 East 55th Street**Address Line 4:** New York, NEW YORK 10022**ATTORNEY DOCKET NUMBER:** 78436.00154 (SECOND PCI)**NAME OF SUBMITTER:** Christine Dionne**SIGNATURE:** /Christine Dionne/**DATE SIGNED:** 11/03/2015**Total Attachments: 5**

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF THIS AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF AUGUST 1, 2014 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BETWEEN ROYAL BANK OF CANADA, AS THE FIRST LIEN AGENT AND ROYAL BANK OF CANADA, AS THE SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 1, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Royal Bank of Canada, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of August 1, 2014 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among Packaging Coordinators, Inc., a Delaware corporation (the "Borrower"), PCI Pharma Midco UK Limited, a limited company organized under the laws of England and Wales ("Holdings"), the other Credit Parties, the Lenders from time to time party thereto and Royal Bank of Canada, as Agent for the Lenders and the other Secured Parties, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Second Lien Guaranty and Security Agreement of even date herewith in favor of the Agent (and such agreement 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) of the Borrower; 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 and the Agent to enter into the Credit Agreement and to induce the Lenders 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 Trademark 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 Secured 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 any "intent to use" Trademark applications for which a statement of use has not been filed, but only until such statement is filed and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such "intent to use" Trademark application under applicable federal law) and all Trademark IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those 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 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, dilution, 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.

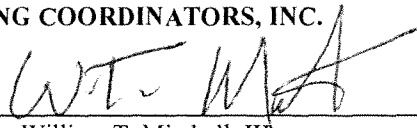
Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature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


**PACKAGING COORDINATORS, INC.**

By:

  
Name: William T. Mitchell, III  
Title: President and Chief Executive Officer

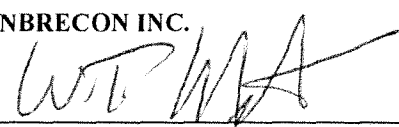
**PACKAGING COORDINATORS, LLC**

By:

  
Name: William T. Mitchell, III  
Title: President and Chief Executive Officer

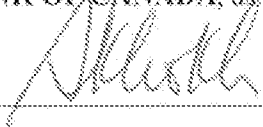
**ANDERSONBRECON INC.**

By:

  
Name: William T. Mitchell, III  
Title: President and Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

ROYAL BANK OF CANADA, as Agent,

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

Name:

Title:

Susan Khokher  
Manager, Agency

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Country</u>	<u>Trademark</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	<u>Owner</u>
US	DELPOUCH	2744906	07-29-2003	CP USA, LLC*
US	DELSTRIP	3392953	03-04-2008	CP USA, LLC*
US	HINGEPAK	3412228	04-15-2008	CP USA, LLC*
US	ANDERSONBRECON	4237920	06-Nov-2012	AndersonBrecon Inc.
US	ASSURADOSE (stylized)	3998324	19-Jul-2011	AndersonBrecon Inc.
US	CIAB	3554547	30-Dec-2008	AndersonBrecon Inc.
US	COMPLIANCE IN A BOTTLE	3561501	13-Jan-2009	AndersonBrecon Inc.
US	DURAPAC (stylized)	4002596	26-Jul-2011	AndersonBrecon Inc.
US	INTUIDOSE (stylized)	3994132	12-Jul-2011	AndersonBrecon Inc.
US	INTUIPAC (stylized)	3998325	19-Jul-2011	AndersonBrecon Inc.
US	INTUIPAC ACHIEVE (stylized)	3998323	19-Jul-2011	AndersonBrecon Inc.
US	INTUIPAC ASCEND (stylized)	3998322	19-Jul-2011	AndersonBrecon Inc.

\*CP USA, LLC is the previous name of Packaging Coordinators, LLC.

Trademark Applications

Packaging Coordinators, Inc. has applied for the following trademarks:

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Owner</u>
ECOPAC (stylized)	76/700,134	10-30-2009	AndersonBrecon Inc.
PCI	85/711488	08-23-2012	Packaging Coordinators, Inc.
PACKAGING COORDINATORS, INC.	85/711500	08-23-2012	Packaging Coordinators, Inc.