

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM367092

<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
Coating Excellence International, LLC		12/22/2015	LIMITED LIABILITY COMPANY: WISCONSIN

## RECEIVING PARTY DATA

<b>Name:</b>	Royal Bank of Canada, as the Collateral 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: 9

Property Type	Number	Word Mark
Registration Number:	3857208	ABSOLUTE WRAP
Registration Number:	4210895	CEI CONVERTING IDEAS INTO INNOVATION
Registration Number:	2835959	CEI
Registration Number:	4055543	CEI
Registration Number:	3265546	CLEAN STRIP
Registration Number:	3720481	COATING EXCELLENCE INTERNATIONAL
Registration Number:	2158714	
Registration Number:	4059214	
Registration Number:	2662890	SHARKSKIN

## 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

CH \$240.00 3857208

<b>ATTORNEY DOCKET NUMBER:</b>	78436.00186 (SECOND LIEN)
<b>NAME OF SUBMITTER:</b>	Christine Dionne/
<b>SIGNATURE:</b>	/Christine Dionne/
<b>DATE SIGNED:</b>	12/28/2015

**Total Attachments: 6**

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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made as of December 22, 2015 among the Grantor listed on the signature pages hereof (the "Grantor") and **ROYAL BANK OF CANADA**, as collateral agent (in such capacity, the "Collateral Agent").

### WITNESSETH:

**WHEREAS**, pursuant to that certain Second Lien Credit Agreement dated as of August 18, 2015 (as may be amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") among ProAmpac Intermediate Inc., a Delaware corporation (the "Initial Borrower"), Ampac Packaging, LLC, a Delaware limited liability company ("Ampac"), Prolamina Corporation, a Delaware corporation ("Prolamina"), Ampac Holdings, LLC, a Delaware limited liability company ("Ampac Holdings"), and Jen-Coat, Inc., a Massachusetts corporation ("Jen-Coat") (Ampac, Prolamina, Ampac Holdings and Jen-Coat, each, a "Borrower" and collectively with the Initial Borrower, the "Borrowers"), ProAmpac Holdings Inc., a Delaware corporation ("Holdings"), the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders") and Royal Bank of Canada, as administrative agent and collateral agent for the Lenders, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof and the other Loan Documents;

**WHEREAS**, Grantor has executed and delivered to the Collateral Agent that certain Supplement No. 1 to Second Lien Guarantee and Collateral Agreement dated as of the date hereof, pursuant to which Grantor becomes a Grantor and Subsidiary Grantor under the Guarantee and Collateral Agreement, dated as of August 18, 2015 (including all annexes, exhibits or schedules thereto; as from time to time amended, restated, supplemented or otherwise modified, the "Guarantee and Collateral Agreement"); and

**WHEREAS**, pursuant to the Guarantee and Collateral Agreement, Grantor is required to execute and deliver to the Collateral Agent this Trademark Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement or the Credit Agreement, as the case may be.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. As security for the payment or performance, as the case may be, in full of the Obligations, Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a security interest, in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral");

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired,

all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including those registrations and registration applications in the United States Patent and Trademark Office (or any successor office) referred to on Schedule I hereto, but excluding any “intent to use” trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, 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 (the “Trademarks”);

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all other assets, rights and interests that uniquely reflect or embody such Trademarks.

Notwithstanding anything herein to the contrary, (i) it is the understanding of the parties that the Liens created pursuant to this Section 2 shall be subject and subordinate to the Liens granted to the First Lien Collateral Agent to secure the First Lien Secured Obligations pursuant to the First Lien Security Agreement and (ii) the Liens and security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the rights and obligations of the parties hereunder, including without limitation the right to exercise any right or remedy of the Collateral Agent or the Secured Parties hereunder, are subject to the provisions of the Intercreditor Agreement. In the event of a conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Borrowers and the Grantor or (in each case) any of them, to the Collateral Agent whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall comply with its obligations under the Guarantee and Collateral Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantor’s obligations under this Section 5, Grantor hereby authorizes the Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark

Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by fax transmission or by e-mail transmission shall be deemed an original signature hereto.

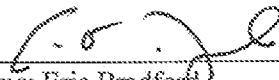
7. Applicable Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement and the Guarantee and Collateral Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and permitted assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a written record and any record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, 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.

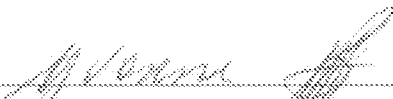
**COATING EXCELLENCE INTERNATIONAL,  
LLC**

By:   
Name: Eric Bradford  
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK  
REEL: 005696 FRAME: 0700**

ROYAL BANK OF CANADA, as the Collateral Agent

By:   
Name: \_\_\_\_\_  
Title: *Evonne Brazier*  
*Manager Agency*

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**Registrations (CEI):**

	<b>Country</b>	<b>Trademark</b>	<b>Filed</b>	<b>App. No.</b>	<b>Reg. Date</b>	<b>Reg. No.</b>	<b>Owner</b>
1.	United States	ABSOLUTE WRAP	8/2/2007	77/245,107	10/5/2010	3,857,208	Coating Excellence International LLC
2.	United States	CEI CONVERTING IDEAS INTO INNOVATION Logo	3/3/2011	85/256,545	9/18/2012	4,210,895	Coating Excellence International LLC
3.	United States	CEI Class 16	9/17/2002	76/451,523	4/27/2004	2,835,959	Coating Excellence International LLC
4.	United States	CEI Class 17	3/3/2011	85/256,546	11/15/2011	4,055,543	Coating Excellence International LLC
5.	United States	CLEAN STRIP	4/1/2005	76/634,920	7/17/2007	3,265,546	Coating Excellence International LLC
6.	United States	COATING EXCELLENCE INTERNATIONAL	1/12/2007	77/082,083	12/8/2009	3,720,481	Coating Excellence International LLC
7.	United States	Paper Roll Design Class 16	4/7/1997	75/271,204	5/19/1998	2,158,714	Coating Excellence International, LLC
8.	United States	Paper Roll Design Class 17	3/3/2011	85/256,549	11/22/2011	4,059,214	Coating Excellence International LLC
9.	United States	SHARKSKIN	2/17/2002	76/365,968	12/17/2002	2,662,890	Coating Excellence International LLC
10.	Wisconsin	Paper Roll Design	4/16/1997	37801857	4/16/1997	5701703	Coating Excellence International, LLC