

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM367607

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
M&Q HOLDINGS, LLC		12/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
M&Q INTERCO, LLC		12/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
M&Q ACQUISITION COMPANY, LLC		12/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
M&Q IP LEASING, LLC		12/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
M&Q PACKAGING, LLC		12/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIRST NIAGARA BANK, N.A., as administrative agent		
<b>Street Address:</b>	401 Plymouth Road		
<b>City:</b>	Plymouth Meeting		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19462		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4340699	FIRST QUALITY	
<b>Registration Number:</b>	2303546	PANSAVER	
<b>Registration Number:</b>	4046858	PANSAVER ECO	
<b>Registration Number:</b>	4313883	PLANT PAN LINER	
<b>Registration Number:</b>	2366865	SCRUB SAVER	
<b>Registration Number:</b>	2608172	YIELDMASTER	
<b>Registration Number:</b>	4238772	ZEPPELIN VAPORIZER BAGS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158648999		
<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>			
<b>Phone:</b>	215.864.8879		

CH \$190.00 4340699

TRADEMARK

**Email:** wheelandb@ballardspahr.com  
**Correspondent Name:** Brianna Wheeland  
**Address Line 1:** Ballard Spahr LLP  
**Address Line 2:** 1735 Market Street, 51st floor  
**Address Line 4:** Philadelphia, PENNSYLVANIA 19103-7599

**ATTORNEY DOCKET NUMBER:** 00189183

**NAME OF SUBMITTER:** Brianna Wheeland

**SIGNATURE:** /Brianna Wheeland/

**DATE SIGNED:** 12/31/2015

**Total Attachments: 23**

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PATENT, TRADEMARK AND COPYRIGHT  
SECURITY AGREEMENT

**THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT** (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of December 31, 2015 is entered into by and among M&Q HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), M&Q INTERCO, LLC, a Delaware limited liability company ("Intermediate Holdco"), M&Q ACQUISITION COMPANY, LLC, a Delaware limited liability company ("Acquisition"), M&Q IP LEASING, LLC, a Delaware limited liability company ("IP"), M&Q PACKAGING, LLC, a Delaware limited liability company ("Packaging" and together with Acquisition and IP, collectively the "Borrowers"), and each of Holdings' other subsidiaries now or hereafter party hereto (collectively with Holdings, Intermediate Holdco and the Borrowers, the "Pledgors"), and FIRST NIAGARA BANK, N.A., as administrative agent for the Lenders referred to below (in such capacity, the "Administrative Agent").

**WHEREAS**, pursuant to that certain Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") of even date herewith by and among, the Borrowers, the Guarantors party thereto, the lenders and financial institutions party thereto (collectively, "the Lenders") and the Administrative Agent, the Lenders have agreed to provide certain loans to the Borrowers, and the Pledgors have agreed, among other things, to grant a security interest to the Administrative Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

**NOW, THEREFORE**, intending to be legally bound hereby, the parties hereto agree as follows:

I. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in Pennsylvania as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of the Pledgors' present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by a Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations,

renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) “Secured Obligations” shall mean and include the following: (i) all now existing and hereafter arising Obligations; (ii) all obligations and liabilities of each and every Loan Party to the Administrative Agent, the Lenders or any Affiliate of a Lender under the Credit Agreement, any of the other Loan Documents, any Lender-Provided Interest Rate Hedge or any Other Lender Provided Financial Service Product, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every Loan Party to the Administrative Agent, the Lenders or any Affiliate of a Lender (including an IRH Provider), now existing or hereafter incurred under the Credit Agreement, the Notes, the Guaranty Agreement, any of the other Loan Documents, any Lender-Provided Interest Rate Hedge or any Other Lender Provided Financial Service Product, as any of the same or any one or more of them may be amended, restated, supplemented or otherwise modified from time to time, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to a Pledgor or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to any such extensions of credit is not satisfied); (iii) all reimbursement obligations of each and every Loan Party with respect to any one or more Letters of Credit issued by the Administrative Agent or any Lender; (iv) all indebtedness, loans, obligations, expenses and liabilities of each and every Loan Party to the Administrative Agent or any of the Lenders or any Affiliates thereof (including any IRH Provider), arising out of any Lender-Provided Interest Rate Hedge; (v) all indebtedness, loans, obligations, expenses and liabilities of each and every Loan Party to the Administrative Agent or any of the Lenders or any Affiliate thereof, arising out of any Other Lender Provided Financial Service Product; and (vi) any sums advanced by the Administrative Agent, any Lender or any Affiliate thereof or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, any other Loan Documents, any Lender-Provided Interest Rate Hedge or any Other Lender Provided Financial Service Product or pursuant to any other document or instrument at any time delivered to the Administrative Agent, any Lender or any Affiliate thereof in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any of the Secured Obligations. Notwithstanding anything to the contrary contained in the foregoing, the Secured Obligations shall not include any Excluded Swap Obligations.

(d) “Secured Party” means a holder of a Secured Obligation, including without limitation, the Administrative Agent, the Lenders, any IRH Provider or any Affiliate

thereof providing any Other Lender Provided Financial Service Product; collectively, the "Secured Parties".

2. To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants and conveys a security interest to the Administrative Agent in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances other than Permitted Liens, including without limitation pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons;

(d) such Pledgor has the limited liability company power and authority to enter into this Agreement and perform its terms;

(e) as of the date hereof, no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other Person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of any material Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Section 10 hereof;

(g) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice the Administrative Agent;

(h) such Pledgor will not change its name without providing thirty (30) days prior written notice to the Administrative Agent; and

(i) such Pledgor shall preserve its limited liability company existence and except as permitted by the Credit Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not a Pledgor, or (ii) sell all or substantially all of its assets.

4. Each Pledgor agrees that, until all of the Secured Obligations shall have been indefeasibly satisfied in full (except contingent indemnification obligations for which no claim has been made and any Secured Obligations arising out of any Other Lender Provided Financial Service Product), the Commitments have been terminated and the Letters of Credit have expired, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement.

5. If, before the Secured Obligations shall have been satisfied in full (except contingent indemnification obligations for which no claim has been made and any Secured Obligations arising out of any Other Lender Provided Financial Service Product) and the Commitments have been terminated and the Letters of Credit have expired, a Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to the Administrative Agent prompt notice thereof in writing. The Pledgors and the Administrative Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. Upon the occurrence of any Event of Default and at any time thereafter during the continuance thereof, the Administrative Agent shall have and may exercise, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement and the other Loan Documents, the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction (including any jurisdiction in which the Patents, Trademarks and Copyrights may be located) and such other rights and remedies as may be provided by applicable Law and as set forth below, including without limitation, immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to the Pledgors, all of which are hereby expressly waived, and without advertisement, to sell at public or private sale or otherwise realize upon, in a city that the Administrative Agent shall designate by notice to the Pledgors, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which a Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations in such order as the Administrative Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to the Pledgors or as otherwise required by law. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to the Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which the Pledgors hereby agree shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Administrative Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of the Pledgors, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the Administrative Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

8. At such time as the Pledgors shall have paid in full in cash all of the Secured Obligations (except contingent indemnification obligations for which no claim has been made and any Secured Obligations arising out of any Other Lender Provided Financial Service Product) and the Commitments shall have terminated and the Letters of Credit have expired, this Agreement shall terminate and the Administrative Agent shall, at the request and at the sole cost of the Pledgors, execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by the Administrative Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors within fifteen (15) days of demand by the Administrative Agent, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest in accordance with the Credit Agreement.

10. Each Pledgor shall have the duty, through counsel reasonably acceptable to the Administrative Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Secured Obligations (except contingent indemnification obligations for which no claim has been made and any Secured Obligations arising out of any Other Lender Provided Financial Service Product) shall have been paid in full in cash and the Commitments shall have terminated, and the Letters of Credit have expired, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of the applicable Pledgor to do so) and to preserve and maintain all rights in patent applications and Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgors. No Pledgor shall

abandon any material Patent, Trademark or Copyright without the consent of Administrative Agent, which shall not be unreasonably withheld.

11. Each Pledgor shall have the right, with the consent of the Administrative Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Administrative Agent, if necessary, as a party to such suit so long as the Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. The Pledgors shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Administrative Agent as a result of such suit or joinder by a Pledgor.

12. No course of dealing between the Pledgors and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. This Agreement (together with the Security Agreement) constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior communications, oral and written, between the parties relating to a grant of a security interest in Patents, Trademarks and Copyrights by the Pledgors (other than, for the avoidance of doubt, the Security Agreement). This Agreement may not be amended or supplemented except by a writing signed by the Administrative Agent and the Pledgors.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

17. This Agreement shall be governed by and construed in accordance with the internal Laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles.



18. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original and all of which taken together shall constitute one and the same agreement. Delivery of executed signature pages by facsimile or other electronic transmission will constitute effective and binding execution and delivery.

19. All notices, requests, demands, directions and other communications given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 10.6 [Notices; Effectiveness; Electronic Communication] of the Credit Agreement.

20. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of the Pledgors to comply with the provisions hereof relating to the Administrative Agent's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications the Pledgors are required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which each Pledgor has appointed the Administrative Agent its attorney-in-fact, and (v) to enforce the Administrative Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, each Pledgor agrees that each such provision hereof may be specifically enforced.

21. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE COMMONWEALTH OF PENNSYLVANIA SITTING IN PHILADELPHIA COUNTY AND OF THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH COMMONWEALTH OF PENNSYLVANIA COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT (INCLUDING AS ISSUER OF LETTERS OF CREDIT) OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST A PLEDGOR OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

22. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY

OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SECTION 21 HEREOF. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT AND AGREES NOT TO ASSERT ANY SUCH DEFENSE.

23. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.6 [NOTICES; EFFECTIVENESS; ELECTRONIC COMMUNICATION] OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

24. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 24.

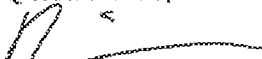
25. ADDITIONAL WAIVERS. EACH PLEDGOR HEREBY ACKNOWLEDGES AND AGREES THAT SUCH PLEDGOR'S REASONABLE EXPECTATION WITH RESPECT TO THE AUTHORIZATION GRANTED PURSUANT TO ANY WARRANT OF ATTORNEY OR POWER OF ATTORNEY HEREUNDER OR UNDER ANY OTHER LOAN DOCUMENT IS THAT THE ADMINISTRATIVE AGENT, THE LENDERS AND THE OTHER SECURED PARTIES MAY SEEK TO TAKE ACTIONS IN THE BEST INTERESTS OF THE ADMINISTRATIVE AGENT, THE LENDERS AND THE OTHER SECURED PARTIES, INCLUDING THAT, UPON THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT, THE ADMINISTRATIVE AGENT, THE LENDERS AND THE OTHER SECURED PARTIES MAY SEEK TO FORECLOSE ON COLLATERAL AND TAKE ALL OTHER ACTIONS WITH RESPECT TO THE EXERCISE OF THE ADMINISTRATIVE AGENT'S, THE LENDERS' AND THE OTHER SECURED PARTIES' RIGHTS HEREUNDER AND UNDER THE OTHER LOAN DOCUMENTS. EACH LOAN PARTY HEREBY WAIVES ALL OTHER DUTIES OF THE ADMINISTRATIVE AGENT, THE LENDERS AND THE OTHER SECURED PARTIES THAT MAY ARISE UNDER 20 PA. C.S.A. §5601.3(b). EACH LOAN PARTY HEREBY REMISES, RELEASES, AND FOREVER DISCHARGES, AND WAIVES ALL CLAIMS,

CAUSES OF ACTION AND ANY OTHER RIGHTS AGAINST, THE ADMINISTRATIVE AGENT, THE LENDERS AND THE OTHER SECURED PARTIES AND ITS OR THEIR PREDECESSORS, LEGAL REPRESENTATIVES, PAST AND PRESENT PARENT COMPANIES, SUBSIDIARIES, AGENTS, EMPLOYEES, SERVANTS, INSURERS, ATTORNEYS, OFFICERS, DIRECTORS, STOCKHOLDERS, AFFILIATES, AFFILIATE COUNTERPARTIES, SUCCESSORS IN INTEREST, AND ASSIGNS OF AND FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, FEES, AND COSTS, SUMS OF MONEY, RIGHTS, CAUSES OF ACTIONS, OBLIGATIONS AND LIABILITIES OF ANY KIND OR NATURE WHATSOEVER INCLUDING ATTORNEYS' FEES, ARISING UNDER OR RELATING TO ANY DUTIES OF AN AGENT UNDER 20 PA. C.S.A. §5601.3 OR OTHERWISE.

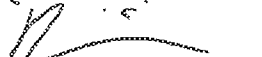
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

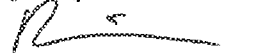
M&Q HOLDINGS, LLC

By:   
Name: Russell Spieler  
Title: Vice President and Secretary

M&Q INTERCO, LLC

By:   
Name: Russell Spieler  
Title: Vice President and Secretary

M&Q ACQUISITION COMPANY, LLC

By:   
Name: Russell Spieler  
Title: Vice President and Secretary

M&Q IP LEASING, LLC

By: \_\_\_\_\_  
Name: Joseph Mallozzi  
Title: Chief Financial Officer and Secretary

M&Q PACKAGING, LLC

By: \_\_\_\_\_  
Name: Joseph Mallozzi  
Title: Chief Financial Officer and Secretary

FIRST NIAGARA BANK, N.A.,  
as Administrative Agent

By: \_\_\_\_\_  
Name: Wayne N. Keller  
Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

M&Q HOLDINGS, LLC

By: \_\_\_\_\_  
Name: Russell Spieler  
Title: Vice President and Secretary

M&Q INTERCO, LLC

By: \_\_\_\_\_  
Name: Russell Spieler  
Title: Vice President and Secretary

M&Q ACQUISITION COMPANY, LLC

By: \_\_\_\_\_  
Name: Russell Spieler  
Title: Vice President and Secretary

M&Q IP LEASING, LLC

By: \_\_\_\_\_  
Name: Joseph Mallozzi  
Title: Chief Financial Officer and Secretary

M&Q PACKAGING, LLC

By: \_\_\_\_\_  
Name: Joseph Mallozzi  
Title: Chief Financial Officer and Secretary

FIRST NIAGARA BANK, N.A.,  
as Administrative Agent

By: \_\_\_\_\_  
Name: Wayne N. Keller  
Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

M&Q HOLDINGS, LLC

By: \_\_\_\_\_  
Name: Russell Spieler  
Title: Vice President and Secretary

M&Q INTERCO, LLC

By: \_\_\_\_\_  
Name: Russell Spieler  
Title: Vice President and Secretary

M&Q ACQUISITION COMPANY, LLC

By: \_\_\_\_\_  
Name: Russell Spieler  
Title: Vice President and Secretary

M&Q IP LEASING, LLC

By: \_\_\_\_\_  
Name: Joseph Mallozzi  
Title: Chief Financial Officer and Secretary

M&Q PACKAGING, LLC

By: \_\_\_\_\_  
Name: Joseph Mallozzi  
Title: Chief Financial Officer and Secretary

FIRST NIAGARA BANK, N.A.,  
as Administrative Agent

By:  \_\_\_\_\_  
Name: Wayne N. Keller  
Title: Senior Vice President

THIS ACKNOWLEDGMENT IS ATTACHED TO AND MADE A PART OF THAT CERTAIN PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT DATED AS OF December 31, 2015

STATE OF Connecticut  
COUNTY OF Fairfield

SS: Stanford

On this, the 22nd day of December 2015, before me, a Notary Public, the undersigned officer, personally appeared Russell Spielers, who acknowledged himself/herself to be the Vice President and Secretary of M&Q Holdings, LLC, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of M&Q Holdings, LLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Victoria L. Sullivan  
Notary Public

My commission expires:

VICTORIA L. SULLIVAN  
A Notary Public of Connecticut  
My Commission Expires 11/30/2020

STATE OF Connecticut  
COUNTY OF Fairfield

SS: Stanford

On this, the 22nd day of December 2015, before me, a Notary Public, the undersigned officer, personally appeared Russell Spielers, who acknowledged himself/herself to be the Vice President and Secretary of M&Q Interco, LLC, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of M&Q Interco, LLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Victoria L. Sullivan  
Notary Public

My commission expires:

VICTORIA L. SULLIVAN  
A Notary Public of Connecticut  
My Commission Expires 11/30/2020

DMEAST #23682008

TRADEMARK  
REEL: 005700 FRAME: 0040

STATE OF Connecticut )  
COUNTY OF Fairfield }

SS: Stanford

On this, the 22nd day of December 2015, before me, a Notary Public, the undersigned officer, personally appeared Russell Spielh, who acknowledged himself/herself to be the Vice President and Secretary of M&Q Acquisition Company, LLC, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of M&Q Acquisition Company, LLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Victor L. Sullivan  
Notary Public

My commission expires:

VICTOR L. SULLIVAN  
A Notary Public of Connecticut  
My Commission Expires 11/30/2022

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ }

SS:

On this, the \_\_\_\_\_ day of \_\_\_\_\_, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of M&Q IP Leasing, LLC, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of M&Q IP Leasing, LLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires:

DMEA67 #23662008



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

SS:

On this, the \_\_\_\_ day of \_\_\_\_\_, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of M&Q Acquisition Company, LLC, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of M&Q Acquisition Company, LLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires:

STATE OF Pennsylvania )  
COUNTY OF Montgomery )

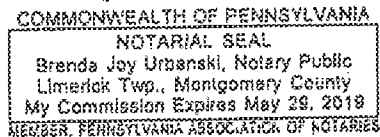
SS:

On this, the 23<sup>rd</sup> day of December 2015, before me, a Notary Public, the undersigned officer, personally appeared Joseph Mallozzi, who acknowledged himself/herself to be the CEO and Secretary of M&Q IP Leasing, LLC, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of M&Q IP Leasing, LLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Brenda Joy Urbanski  
Notary Public

My commission expires:



OMEAST #23682008

TRADEMARK  
REEL: 005700 FRAME: 0042

STATE OF Pennsylvania  
COUNTY OF Montgomery

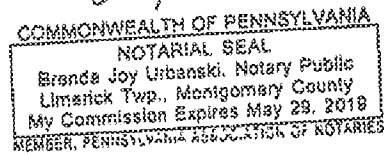
SS:

On this, the 23rd day of December, 2015, before me, a Notary Public, the undersigned officer, personally appeared Joseph Mollozzi, who acknowledged himself/herself to be the CEO and Secretary of M&Q Packaging, LLC, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of M&Q Packaging, LLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Brenda Joy Urbanski  
Notary Public

My commission expires:



OMEAST #23682008

**SCHEDULE A  
TO  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT  
LIST OF REGISTERED PATENTS, TRADEMARKS,  
TRADE NAMES AND COPYRIGHTS**

(See attached.)

Schedule A

I. Copyrights

<u>Registered Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
M&Q Packaging, LLC	Pansaver operational survey & savings analysis	TXu001115999	07/11/2003

II. Copyright Applications

None.

III. Copyright Licenses

None.

IV. Patents

Registered Owner	Title	Registration Number	Issue Date
M&Q IP Leasing, LLC	PanSaver Contour Fit	US 7,163,120	01/16/2007
M&Q IP Leasing, LLC	PanSaver Contour Fit	DE 60105782	02/23/2006
M&Q IP Leasing, LLC	PanSaver Contour Fit	BE 1268291	9/22/2004
M&Q IP Leasing, LLC	PanSaver Contour Fit	CA 2,398,444	12/22/2009
M&Q IP Leasing, LLC	PanSaver Contour Fit	FI 1268291	9/22/2004
M&Q IP Leasing, LLC	PanSaver Contour Fit	IT 1268291	9/22/2004
M&Q IP Leasing, LLC	PanSaver Contour Fit	FR 1268291	9/22/2004
M&Q IP Leasing, LLC	PanSaver Contour Fit	LU 1268291	9/22/2004
M&Q IP Leasing, LLC	PanSaver Contour Fit	NL 1268291	9/22/2004
M&Q IP Leasing, LLC	PanSaver Contour Fit	UK 1268291	9/22/2004
M&Q IP Leasing, LLC	Thermoplastic Elastomer Films	US 6,682,792	01/27/2004
M&Q IP Leasing, LLC	Arby's Bag	AU 2006297507	4/12/2007
M&Q IP Leasing, LLC	Arby's Bag	EP 1928939	11/11/2015
M&Q IP Leasing, LLC	Arby's Bag	MX 288492	7/18/2011
M&Q IP Leasing, LLC	Thermoplastic Elastomer Films	US 6,986,921	01/17/2006
M&Q IP Leasing, LLC	High Temperature Venting Bags	US 7,709,069	05/04/2010
M&Q IP Leasing, LLC	Vent Cooking Bag	MX 280866	11/11/2010
M&Q IP Leasing, LLC	Vent Cooking Bag	KR 10-1276550	6/13/2013
M&Q IP Leasing, LLC	Vent Cooking Bag	AU 200632805	12/17/2012
M&Q IP Leasing, LLC	Vent Cooking Bag	EP 1960281	2/29/2012
M&Q IP Leasing, LLC	Vent Cooking Bag	DE 1960281	2/29/2012
M&Q IP Leasing, LLC	Vent Cooking Bag	FR 1960281	2/29/2012

M&Q IP Leasing, LLC	Vent Cooking Bag	GB 1960281	2/29/2012
M&Q IP Leasing, LLC	Thermoplastic Elastomer Films	US 8,592,016	11/26/2013
M&Q IP Leasing, LLC	Slow Cooker Liner with Secure Fit	EP 2132512	6/20/2012
M&Q IP Leasing, LLC	Slow Cooker Liner with Secure Fit	BE 2132512	6/20/2012
M&Q IP Leasing, LLC	Slow Cooker Liner with Secure Fit	DE 2132512	6/20/2012
M&Q IP Leasing, LLC	Slow Cooker Liner with Secure Fit	FI 2132512	6/20/2012
M&Q IP Leasing, LLC	Slow Cooker Liner with Secure Fit	FR 2132512	6/20/2012
M&Q IP Leasing, LLC	Slow Cooker Liner with Secure Fit	GB 2132512	6/20/2012
M&Q IP Leasing, LLC	Slow Cooker Liner with Secure Fit	IT 2132512	6/20/2012
M&Q IP Leasing, LLC	Slow Cooker Liner with Secure Fit	NL 2132512	6/20/2012
M&Q IP Leasing, LLC	Slow Cooker Liner with Secure Fit	MX 306111	12/13/2012
M&Q IP Leasing, LLC	High Temperature Cooking Bags for Packing and Cooking Whole Muscle Meat Products	US 8,431,203	04/30/2013
M&Q IP Leasing, LLC	High Temperature Cooking Bags for Meat	EP 8831423.2	9/19/2008
M&Q IP Leasing, LLC	High Temperature Cooking Bags	MX 315137	9/19/2008

	for Meat		
M&Q IP Leasing, LLC	High Temperature Cooking Bags for Meat	EP 8832654.1	9/19/2008
M&Q IP Leasing, LLC	High Temperature Cooking Bags for Meat	EP 2231490	5/15/2013
M&Q IP Leasing, LLC	High Temperature Cooking Bags for Meat	DE 2231490	5/15/2013
M&Q IP Leasing, LLC	High Temperature Cooking Bags for Meat	GB 2231490	5/15/2013
M&Q IP Leasing, LLC	High Temperature Cooking Bags for Meat	MX 310941	6/28/2013
M&Q IP Leasing, LLC	Arby's Bag	CA 2,369,547	1/6/2009
M&Q IP Leasing, LLC	High Temperature Cooking Bags for Meat	MX/A/2013/011134	9/26/2013
M&Q IP Leasing, LLC	Liner with Elastic Securing Mechanism	US 8,602,649	12/10/2013
M&Q IP Leasing, LLC	Covers and Containment Systems and Methods for Food Service Plans	US 8,950,622	02/10/2015
M&Q IP Leasing, LLC	Liner with Elastic Securing Mechanism	US 9,028,147	05/12/2015
M&Q IP Leasing, LLC	PanCovers	US 9,211,033	12/15/2015

V. Patent Applications

<u>Registered Owner</u>	<u>Type</u>	<u>Publication Number</u>	<u>Application Number</u>	<u>Date Filed</u>
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M&Q IP Leasing, LLC	High Temperature Packaging of Bone in Meat Product	20100323069	12747062	06/09/2010
M&Q IP Leasing, LLC	Slow Cooker Liner with Securing Band	20100163564	12160623	07/11/2008
M&Q IP Leasing, LLC	High Temperature Thermoformed Webs for Packaging and Cooking of Food Products	20090081417	12233204	09/18/2008
M&Q IP Leasing, LLC	High Temperature Stand-Up Oven Bag	20080247683	12098174	04/04/2008
M&Q IP Leasing, LLC	Method of Making a Slow Cooker Liner with Securing Band	20080245466	12062924	04/04/2008
M&Q IP Leasing, LLC	Contour Fit Pan Liner for a Food Service Pan	20070164035	11623009	01/12/2007
M&Q IP Leasing, LLC	Multi-Layer High Temperature Films, Liner, and Cooking Bags	20120225227	13/406719	02/28/2012
M&Q IP Leasing, LLC	Covers for Food Service Pans	20150151894	14/621104	02/12/2015
M&Q IP Leasing, LLC	Covers and Containment Systems and Methods for Food Service Pans	20150056354	13973742	08/22/2013

VI. Patent Licenses

- Intellectual Property License Agreement effective June 23, 2009, by and between M&Q IP Leasing, LLC (formerly known as M&Q IP Leasing, Inc.) and M&Q Packaging, LLC (formerly known as M&Q Packaging Corporation).

VII. Trademarks

A. U.S. Trademarks



Registered Owner	Mark	Registration Number	Registration Date
M&Q IP Leasing, LLC	First Quality	4,340,699	05/28/2013
M&Q IP Leasing, LLC	Pansaver	2,303,546	12/28/1999
M&Q IP Leasing, LLC	Pansaver Eco	4,046,858	03/25/2011
M&Q IP Leasing, LLC	Plant Pan Liner	4,313,883	04/02/2013
M&Q IP Leasing, LLC	Scrub Saver	2,366,865	07/11/2000
M&Q IP Leasing, LLC	YieldMaster	2,608,172	08/13/2002
M&Q IP Leasing, LLC	Zepplin Vaporizer Bags	4,238,772	11/06/2012

B. Foreign Trademarks:

Registered Owner	Mark	Registration Number	Registration Date
M&Q Packaging, LLC	Pansaver Deutschland	DE 30627722	11/9/2007
M&Q IP Leasing, LLC	Pansaver	MX 676644	10/31/2000
M&Q IP Leasing, LLC	Pansaver	NZ 767412	5/13/2010
M&Q IP Leasing, LLC	Pansaver UK; Pansaver U.K.; Pansaver United Kingdom	GB 2455425	5/14/2007
M&Q Packaging, LLC	Pansaver	1172936	12/12/2007
M&Q Packaging, LLC	Pansaver Benelux	0812679	11/28/2006
M&Q IP Leasing, LLC	Pansaver	TMA551114	9/19/2001
M&Q IP Leasing, LLC	Pansaver	001478908	2/2/2001
M&Q IP Leasing, LLC	Pansaver	004138351	3/27/2006
M&Q IP Leasing, LLC	Pansaver Europe	005027925	6/15/2007
M&Q IP Leasing, LLC	Pansaver France	073500109	10/26/2007
M&Q Packaging, LLC	Pansaver Deutschland (Stylized)	30627722	11/9/2007

VIII. Trademark Applications

None.

IX. Trademark Licenses

- Intellectual Property License Agreement effective June 23, 2009, by and between M&Q IP Leasing, LLC (formerly known as M&Q IP Leasing, Inc.) and M&Q Packaging, LLC (formerly known as M&Q Packaging Corporation).