

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM385877

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Berenfield Containers, Inc.		05/26/2016	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Credit Suisse AG		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3603695	SOLID SEAL	
CORRESPONDENCE DATA			
Fax Number:	2028357500		
<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:	2028357500		
Email:	dcip@milbank.com		
Correspondent Name:	Milbank, Tweed, Hadley & McCloy LLP		
Address Line 1:	1850 K Street NW		
Address Line 4:	Washington, D.C. 20006		
NAME OF SUBMITTER:	Edward J. Mayle		
SIGNATURE:	/Edward J. Mayle/		
DATE SIGNED:	05/27/2016		
Total Attachments: 5			
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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Agreement”), dated as of May 26, 2016, made by BERENFIELD CONTAINERS, INC., an Ohio corporation having a principal place of business at 35-C Cotters Lane, East Brunswick, New Jersey 08816 (the “Grantor”), in favor of CREDIT SUISSE AG, having a principal place of business at Eleven Madison Avenue, New York, New York 10010 (in such capacity, the “Collateral Agent”), as administrative agent for the banks and other financial institutions (collectively, the “Lenders”) from time to time party to the Second Lien Credit Agreement (as defined below) and as collateral agent for the Secured Parties (as defined in the Second Lien Credit Agreement). Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of July 31, 2014 (as amended by the First Amendment, dated as of June 24, 2015, and as further amended, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), among the Parent Borrower, the U.S. Borrower, the other Subsidiary Borrowers from time to time party thereto (together with the Parent Borrower and the U.S. Borrower, the “Borrowers”), the Collateral Agent and the Lenders, the Lenders have severally agreed to make the Loans to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Second Lien Credit Agreement, the Grantor, U.S. Borrower, Intermediate Dutch Holdings, Intermediate U.S. Holdings and certain U.S. Subsidiaries of the Parent Borrower have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of July 31, 2014 (as amended by the First Amendment, dated as of March 12, 2015, and as further amended, supplemented or otherwise modified from time to time, the “Second Lien Guarantee and Collateral Agreement”), in favor of the Collateral Agent;

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including, without limitation, Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans and other financial accommodations to the Borrowers pursuant to the Second Lien Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, pursuant to the Second Lien Guarantee and Collateral Agreement, it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of the

Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark License.

SECTION 2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Second Lien Guarantee and Collateral Agreement. The Second Lien Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the Second Lien Guarantee and Collateral Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement shall prevail.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

SECTION 5. Governing Law. This Agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction.

* * *

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BERENFIELD CONTAINERS, INC.,
as Grantor

By: Elizabeth G. Miller
Name: Elizabeth G. Miller
Title: Vice-President/Finance, Treasurer and
Secretary

[Second Lien Notice and Confirmation of Security Interest in Trademarks]

TRADEMARK
REEL: 005801 FRAME: 0794

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: 

Name: Lingzi Huang

Title: Authorized Signatory

By: 

Name: Nicholas Goss

Title: Authorized Signatory

[Second Lien Notice and Confirmation of Security Interest in Trademarks]

TRADEMARK
REEL: 005801 FRAME: 0795

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application Number	Application Date	Registration Number	Registration Date
SOLID SEAL	77/342629	12/03/2007	3,603,695	04/07/2009