

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM387134

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TRANSILWRAP COMPANY, INC.		06/01/2016	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIT FINANCE LLC, as administrative agent		
<b>Street Address:</b>	1 CIT Drive		
<b>City:</b>	Livingston		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07039		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1339215	NYLOPAK	
<b>Registration Number:</b>	1332151	OPTICITE	
<b>Registration Number:</b>	2507824	PROCITE	
<b>Registration Number:</b>	0815991	SARANEX	
<b>Registration Number:</b>	0810452	SARANEX	
<b>Registration Number:</b>	0676343	TRYCITE	
<b>Registration Number:</b>	0695466	TRYCITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126095005		
<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>Email:</b>	hmiller@vedderprice.com		
<b>Correspondent Name:</b>	Holly Miller		
<b>Address Line 1:</b>	222 North LaSalle Street - 24th Floor		
<b>Address Line 2:</b>	Vedder Price P.C.		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	27804000075		
<b>NAME OF SUBMITTER:</b>	Holly Miller		

CH \$190.00 1339215

<b>SIGNATURE:</b>	/Holly Miller/
<b>DATE SIGNED:</b>	06/08/2016
<b>Total Attachments: 11</b> source=CIT-Transilwrap (Sterling) - Trademark Security Agreement (Executed) V1#page1.tif source=CIT-Transilwrap (Sterling) - Trademark Security Agreement (Executed) V1#page2.tif source=CIT-Transilwrap (Sterling) - Trademark Security Agreement (Executed) V1#page3.tif source=CIT-Transilwrap (Sterling) - Trademark Security Agreement (Executed) V1#page4.tif source=CIT-Transilwrap (Sterling) - Trademark Security Agreement (Executed) V1#page5.tif source=CIT-Transilwrap (Sterling) - Trademark Security Agreement (Executed) V1#page6.tif source=CIT-Transilwrap (Sterling) - Trademark Security Agreement (Executed) V1#page7.tif source=CIT-Transilwrap (Sterling) - Trademark Security Agreement (Executed) V1#page8.tif source=CIT-Transilwrap (Sterling) - Trademark Security Agreement (Executed) V1#page9.tif source=CIT-Transilwrap (Sterling) - Trademark Security Agreement (Executed) V1#page10.tif source=CIT-Transilwrap (Sterling) - Trademark Security Agreement (Executed) V1#page11.tif	

TRADEMARK SECURITY AGREEMENT dated as of June 1, 2016 (this “**Agreement**”), by and between **TRANSILWRAP COMPANY, INC.**, an Illinois corporation (“**Grantor**”) and **CIT FINANCE LLC**, a Delaware limited liability company, as administrative agent (in such capacity, the “**Administrative Agent**”).

Reference is made to (a) the Guarantee and Collateral Agreement dated as of November 22, 2013 (as amended, restated, supplemented or otherwise modified, the “**Guarantee and Collateral Agreement**”), among (i) **Transilwrap Company, Inc.**, an Illinois corporation (“**Transilwrap Company**”; and together with any other borrower party from time to time joined to the Credit Agreement (as defined below), the “**Borrowers**” and each a “**Borrower**”), (ii) **TW Holdings, Inc.**, a Delaware corporation (“**TW Holdings**”), and **TWC Acquisition Company**, a Delaware corporation (“**TWC Acquisition**”; and together with TW Holdings, collectively and individually, “**Holdings**”), (iv) the other Subsidiary Guarantors (as defined in the Guarantee and Collateral Agreement) identified therein, (v) Administrative Agent and (vi) the Issuers (as defined in the Guarantee and Collateral Agreement) party thereto from time to time, and (b) the Credit Agreement dated as of November 22, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrowers, Holdings, the lenders from time to time party thereto (the “**Lenders**”) and the Administrative Agent. Grantor is required to execute and deliver this Agreement in connection with the Guarantee and Collateral Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the Guarantee and Collateral Agreement, did and hereby does assign and pledge to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and did and hereby does grant to the Administrative Agent, its successors and 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 and designs listed on Schedule I, and other 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 registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof (collectively, 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 the Trademarks.

Notwithstanding the foregoing, the “Trademark Collateral” shall not include any of the items described in clauses (a), (b) and (c) above to the extent that any such items do not constitute Article 9 Collateral (as defined in the Guarantee and Collateral Agreement).

SECTION 3. *Guarantee and Collateral Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement and that certain Trademark Security Agreement, by and among Grantor, Quest Acquisition Company, LLC, a Delaware limited liability company and Administrative Agent, dated November 22, 2013. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.


[Remainder of this page intentionally left blank]

*(Signature Page to Trademark Security Agreement)*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**GRANTOR:**

**TRANSILWRAP COMPANY, INC.,** an  
Illinois corporation

By:   
Anthony Powell  
Vice President, Chief Financial Officer  
and Treasurer

*(Signature Page to Trademark Security Agreement)*

ADMINISTRATIVE AGENT:

CIT FINANCE LLC, a Delaware limited liability company

By:   
Ryan Reko  
Authorized Signatory

**Schedule I**

**Trademark Collateral**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>Country</b>	<b>Filing Date</b>	<b>Filing #</b>	<b>Reg Date</b>	<b>Reg #</b>	<b>Owner</b>
NYLOPAK	United States Of America	13 Nov 1984	73508500	04 Jun 1985	1339215	Transilwrap Company, Inc.
OPTICITE	United States Of America	20 Aug 1984	73495654	23 Apr 1985	1332151	Transilwrap Company, Inc.
PROCITE	United States Of America	07 Sep 1999	75792762	13 Nov 2001	2507824	Transilwrap Company, Inc.
SARANEX	United States Of America	29 Nov 1965	72233474	04 Oct 1966	0815991	Transilwrap Company, Inc.
SARANEX	United States Of America	29 Nov 1965	72233475	28 Jun 1966	0810452	Transilwrap Company, Inc.
TRYCITE	United States Of America	12 Jun 1958	72053397	31 Mar 1959	0676343	Transilwrap Company, Inc.
TRYCITE	United States Of America	12 Jun 1959	72075615	05 Apr 1960	0695466	Transilwrap Company, Inc.
OPTICITE	Argentina	17 Dec 2009	2967124	15 Oct 2010	2400930	Transilwrap Company, Inc.
SARANEX	Aruba	03 Aug 1989	89080416	14 Mar 1990	14553	Transilwrap Company, Inc.
TRYCITE	Aruba	02 Aug 1989	89080421	12 Apr 1990	14558	Transilwrap Company, Inc.
OPTICITE	Australia	14 Jan 1985	420720	14 Jan 1985	420720	Transilwrap Company, Inc.
PROCITE	Australia	17 Sep 1999	807423	17 Sep 1999	807423	Transilwrap Company, Inc.
SARANEX	Australia	30 Nov 1965	198944	30 Nov 1965	198944	Transilwrap Company, Inc.
SARANEX	Australia	30 Nov 1965	198945	30 Nov 1965	198945	Transilwrap Company, Inc.

Trademark	Country	Filing Date	Filing #	Reg Date	Reg #	Owner
TRYCITE	Australia	15 Sep 1959	156021	15 Sep 1959	156021	Transilwrap Company, Inc.
SARANEX	Austria	16 Apr 1986	AM118986	25 Sep 1986	113994	Transilwrap Company, Inc.
TRYCITE	Austria	12 Jun 1959		06 Nov 1959	42366	Transilwrap Company, Inc.
OPTICITE	Benelux	16 Jan 1985	0671438	16 Jan 1985	0404820	Transilwrap Company, Inc.
SARANEX	Benelux	21 May 1971	0530406	21 May 1971	0032764	Transilwrap Company, Inc.
TRYCITE	Benelux	21 May 1971	0530409	21 May 1971	0032767	Transilwrap Company, Inc.
OPTICITE	Brazil	23 Nov 1984	811794237	21 Apr 1996	811794237	Transilwrap Company, Inc.
SARANEX	Brazil	14 Dec 1965	A728470	25 Nov 1974	006012426	Transilwrap Company, Inc.
TRYCITE	Brazil	25 Sep 1959	427597	08 Sep 1966	003369897	Transilwrap Company, Inc.
NYLOPAK	Canada	15 Mar 1985	538107	16 May 1986	TMA314234	Transilwrap Company, Inc.
OPTICITE	Canada	21 Nov 1984	532026	28 Feb 1986	TMA311831	Transilwrap Company, Inc.
PROCITE	Canada	23 Oct 2003	1156888	01 Sep 2004	TMA618452	Transilwrap Company, Inc.
SARANEX	Canada	26 Nov 1965	293471	13 May 1966	TMA145343	Transilwrap Company, Inc.
TRYCITE	Canada	19 Aug 1958	247024	30 Jan 1959	TMA113087	Transilwrap Company, Inc.
SARANEX	Chile	06 Jan 1968	39717	09 Jan 1968	839890	Transilwrap Company, Inc.
TRYCITE	Chile	06 Jan 1968	39721	09 Jan 1968	839891	Transilwrap Company, Inc.
NYLOPAK IN CH (NAI-LE)	China	11 Nov 1985	41672	10 Sep 1986	262400	Transilwrap Company, Inc.



Trademark	Country	Filing Date	Filing #	Reg Date	Reg #	Owner
OPTICITE	China	13 Jan 2010	7990744	07 Feb 2011	7990744	Transilwrap Company, Inc.
SARANEX	China	09 Oct 2015				Transilwrap Company, Inc.
OPTICITE	Colombia	15 Nov 1984	238813	24 Aug 1987	121788	Transilwrap Company, Inc.
OPTICITE	Costa Rica	11 Jan 2010	2010000202	09 Apr 2010	199964	Transilwrap Company, Inc.
SARANEX	Curacao	01 Sep 1989	D343	18 Dec 1989	15584	Transilwrap Company, Inc.
OPTICITE	Denmark	15 Jan 1985	VA198500340	30 May 1986	VR198601302	Transilwrap Company, Inc.
SARANEX	Denmark	27 Nov 1965	VA196504335	13 Jan 1967	VR196700148	Transilwrap Company, Inc.
TRYCITE	Denmark	28 Oct 1959	VA195903198	27 Feb 1960	VR196000480	Transilwrap Company, Inc.
OPTICITE	El Salvador	11 Jan 2010	20100131552	17 Aug 2010	94BK155	Transilwrap Company, Inc.
OPTICITE	European Union	09 Dec 2009	008743817	02 Jun 2010	008743817	Transilwrap Company, Inc.
PROCITE	European Union	25 Aug 1999	001294990	27 Aug 2001	001294990	Transilwrap Company, Inc.
TRYCITE	European Union	07 Apr 2004	0003750783	05 Aug 2005	003570783	Transilwrap Company, Inc.
OPTICITE	Finland	21 May 1986	T198601923	21 Mar 1988	101086	Transilwrap Company, Inc.
TRYCITE	Finland	28 Oct 1963	T196303392	09 Mar 1965	44258	Transilwrap Company, Inc.
SARANEX	Finland	29 Nov 1965	T196504035	20 Jan 1967	49433	Transilwrap Company, Inc.
SARANEX	France	23 Nov 1965	211021	23 Nov 1965	1311019	Transilwrap Company, Inc.
OPTICITE	Guatemala	14 Jan 2010	M0001572010			Transilwrap Company, Inc.

Trademark	Country	Filing Date	Filing #	Reg Date	Reg #	Owner
SARANEX	Germany	10 Nov 1965	D19084	13 Nov 1967	839049	Transilwrap Company, Inc.
TRYCITE	Germany	14 Sep 1959	D10730	11 Nov 1960	742403	Transilwrap Company, Inc.
SARANEX	Greece	18 Apr 1986	82433	18 Apr 1986	82433	Transilwrap Company, Inc.
TRYCITE	Greece	10 Apr 1963	29822	10 Apr 1963	29822	Transilwrap Company, Inc.
NYLOPAK	Hong Kong	27 Mar 1985	1040	27 Mar 1985	19872389	Transilwrap Company, Inc.
OPTICITE	Hong Kong	18 Jan 1985	195	18 Jan 1985	19852768	Transilwrap Company, Inc.
TRYCITE	Hong Kong	08 Jan 1964	24	08 Jan 1964	19640470	Transilwrap Company, Inc.
TRYCITE	Hong Kong	30 Oct 1963	1162	30 Oct 1963	19640205	Transilwrap Company, Inc.
OPTICITE	India	13 Jan 2010	1908684			Transilwrap Company, Inc.
OPTICITE	Indonesia	12 Jan 2010	D002010001086	11 May 2011	IDM000305717	Transilwrap Company, Inc.
TRYCITE	Ireland	28 Oct 1963	1454	28 Oct 1963	66216	Transilwrap Company, Inc.
TRYCITE	Ireland	28 Oct 1963	1453	28 Oct 1963	67097	Transilwrap Company, Inc.
NYLOPAK	Ireland	18 Jul 1985	2335	18 Jul 1985	117233	Transilwrap Company, Inc.
SARANEX	Ireland	26 May 1977	1274	26 May 1977	92000	Transilwrap Company, Inc.
PROCITE	Israel	14 Sep 1999	130747	06 Sep 2000	130747	Transilwrap Company, Inc.
TRYCITE	Israel	28 Apr 1964	23183	22 Oct 1965	23183	Transilwrap Company, Inc.
SARANEX	Italy	23 Nov 1965	4102	23 Nov 1965	0001146847	Transilwrap Company, Inc.

Trademark	Country	Filing Date	Filing #	Reg Date	Reg #	Owner
SARANEX	Italy	11 Feb 1974	RM1974C033029	09 Jul 1977	0001578820	Transilwrap Company, Inc.
TRYCITE	Italy	17 Sep 1959	51105	09 Jan 1961	0001257546	Transilwrap Company, Inc.
OPTICITE	Japan	21 Jan 1985	4050	21 Sep 1997	1986058	Transilwrap Company, Inc.
PROCITE & CH	Japan	25 Oct 1999	H1197058	07 Jul 2000	4397213	Transilwrap Company, Inc.
SARANEX INCH	Japan	09 Mar 1972	33563	19 Jan 1986	1180294	Transilwrap Company, Inc.
OPTICITE	Malaysia	22 Jan 2010	201001291	13 Dec 2011	2010001291	Transilwrap Company, Inc.
OPTICITE	Mexico	15 Dec 2009	1054774	19 Jan 2010	1138216	Transilwrap Company, Inc.
OPTICITE	New Zealand	14 Jan 1985	156531	06 Aug 1987	A156531	Transilwrap Company, Inc.
PROCITE	New Zealand	14 Sep 1999	316228	16 Mar 2000	316228	Transilwrap Company, Inc.
SARANEX	New Zealand	21 Jul 1978	124523	15 Sep 1980	124523	Transilwrap Company, Inc.
TRYCITE	New Zealand	12 Jun 1959	64582	02 Dec 1960	64582	Transilwrap Company, Inc.
OPTICITE	Norway	15 Jan 1985	19850175	09 Jan 1986	123879	Transilwrap Company, Inc.
PROCITE	Norway	08 Sep 1999	199909122	27 Jan 2000	201274	Transilwrap Company, Inc.
SARANEX	Norway	26 Nov 1965	87478	12 May 1966	68990	Transilwrap Company, Inc.
TRYCITE	Norway	23 Oct 1959	68090	23 Oct 1959	54502	Transilwrap Company, Inc.
SARANEX	Russian Federation	11 Dec 1998	98719381	07 Aug 2000	191931	Transilwrap Company, Inc.
SARANEX	Sint. Maarten	01 Sep 1989	D343	18 Dec 1989	15584	Transilwrap Company, Inc.

Trademark	Country	Filing Date	Filing #	Reg Date	Reg #	Owner
PROCITE	South Africa	17 Sep 1999	9917179	11 Apr 2003	9917179	Transilwrap Company, Inc.
SARANEX	South Africa	01 May 1986	862814	11 Sep 1987	862814	Transilwrap Company, Inc.
TRYCITE	South Africa	14 Sep 1959	593005	19 Feb 1960	593005	Transilwrap Company, Inc.
SARANEX	Spain	29 Nov 1965	488930	03 Feb 1967	488930	Transilwrap Company, Inc.
SARANEX	Spain	29 Nov 1965	488931	19 Jul 1967	488931	Transilwrap Company, Inc.
TRYCITE	Spain	23 Oct 1963	433376	02 Mar 1964	0433376	Transilwrap Company, Inc.
SARANEX	Sweden	10 Nov 1965	474165	10 Jun 1966	116685	Transilwrap Company, Inc.
TRYCITE	Sweden	14 Sep 1959	592920	29 Apr 1960	89416	Transilwrap Company, Inc.
PROCITE	Switzerland	08 Sep 1999	080591999	18 Feb 2000	469646	Transilwrap Company, Inc.
SARANEX	Switzerland	11 Nov 1965		12 Apr 1966	344189	Transilwrap Company, Inc.
TRYCITE	Switzerland	25 Sep 1959	4063	20 Jan 1960	2P302293	Transilwrap Company, Inc.
OPTICITE	Taiwan	12 Jan 2010	099001357	16 Sep 2010	91428611	Transilwrap Company, Inc.
OPTICITE	Thailand	21 Jan 2010	756509	31 Jan 2011	KOR329166	Transilwrap Company, Inc.
SARANEX	Turkey	16 Jun 1986	36566	16 Jun 1986	92742	Transilwrap Company, Inc.
NYLOPAK	United Kingdom	16 Jul 1985	1246238	07 Nov 1986	1246238	Transilwrap Company, Inc.
OPTICITE	United Kingdom	10 Jan 1985	1233295	14 Jul 1986	1233295	Transilwrap Company, Inc.
SARANEX	United Kingdom	09 Nov 1965	886646	24 Aug 1966	886646	Transilwrap Company, Inc.

Trademark	Country	Filing Date	Filing #	Reg Date	Reg #	Owner
TRYCITE	United Kingdom	12 Jun 1959	795466	22 Jun 1960	795466	Transilwrap Company, Inc.
TRYCITE	United Kingdom	20 Jan 1960	800555	16 Aug 1960	UK00000800555	Transilwrap Company, Inc.
OPTICITE	Venezuela	23 Jan 1985	1985000937	16 Jan 1987	126972F	Transilwrap Company, Inc.
TRYCITE	Venezuela	18 Sep 1959	15305	18 Mar 1961	39588F	Transilwrap Company, Inc.
OPTICITE	Vietnam	15 Jan 2010	4201000928	19 Jul 2011	167882	Transilwrap Company, Inc.
SARANEX	Zambia	27 Jan 1987	5087	02 Mar 1988	5087	Transilwrap Company, Inc.