

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389079

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada		06/22/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Industries Plastipak Inc. / Plastipak Industries Inc.		
Street Address:	150 Industrial Boulevard		
City:	Boucherville		
State/Country:	CANADA		
Postal Code:	J4B 2X3		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2143818	TWINPAK	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	jen.rezac@nortonrosefulbright.com		
Correspondent Name:	Shelby Knutson Bruce		
Address Line 1:	RBC Plaza		
Address Line 2:	60 South Sixth Street, Suite 3100		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Shelby Knutson Bruce		
SIGNATURE:	/Shelby Knutson Bruce/		
DATE SIGNED:	06/23/2016		
Total Attachments: 3			
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**TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN
TRADEMARKS**

THIS TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Release") is dated as of the date of the signature below (the "Effective Date"), and made by ROYAL BANK OF CANADA, in its capacity as Lender under the Loan Agreement (as defined below) (together with its successors and assigns in such capacity, "Lender"), to and in favor of INDUSTRIES PLASTIPAK INC./PLASTIPAK INDUSTRIES INC., a Quebec company ("Grantor").

WHEREAS, Grantor entered into a Loan Agreement, dated February 5, 2009 (including all annexes, exhibits or schedules thereto as from the time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), with Lender;

WHEREAS, pursuant to the Loan Agreement, Grantor granted to Lender a continuing security interest in, and hypothecated in favor of the Lender a sum of thirteen million eight hundred thousand dollars (CDN \$13,800,000) in lawful money of Canada, together with the interest thereon at the rate of twenty-five percent (25%) per annum from February 5, 2009, all of the Grantor's right, title, and interest in, to and under the following, whether presently existing or hereafter created or acquired (all of which shall collectively be referred to as the "Trademark Collateral"): (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto; (b) all reissues, continuations, or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark and any Trademark licensed under any Trademark License.

WHEREAS, pursuant to the Loan Agreement, Grantor entered into that certain Trademark Security Agreement, dated as of February 5, 2009 (the "Trademark Security Agreement"), whereby Grantor granted and/or reaffirmed to Lender a security interest in the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 22, 2009, at Reel 3974, Frame 0869;

WHEREAS, Lender now desires to release any and all interest it has against or in the Trademark Collateral pursuant to the Loan Agreement and/or the Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender agrees and confirms that:

1. All capitalized terms not defined herein shall have the respective meaning given to them in the Loan Agreement or the Trademark Security Agreement, as applicable.

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Termination and Release of Grant of Security Interest in Trademarks
Plastipak Industries Inc.

**TRADEMARK
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2. Lender hereby terminates, cancels, discharges, extinguishes, relinquishes and releases any and all liens on and/or security interests in or against the Trademark Collateral.

3. Lender agrees to execute, acknowledge, procure and deliver to Grantor any and all further documents or instruments and do any and all further acts which the Grantor (or its respective agents, designees or assignees) reasonably request in order to confirm, effectuate or record this Release and Grantor's (or its assignees') right, title and interest in and to the Trademark Collateral.

4. Lender hereby authorizes the Grantor, or the Grantor's authorized representatives to (a) record this release with any applicable governmental office or agency and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of Lender in the Trademark Collateral.

IN WITNESS WHEREOF, Lender has caused this Release to be executed by its duly authorized representative as of the Effective Date.

ROYAL BANK OF CANADA

By 

Name: Stuart Coulter

Title: Attorney in fact

Date: June 22, 2016

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Termination and Release of Grant of Security Interest in Trademarks
Plastipak Industries Inc.

TRADEMARK
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SCHEDULE I

Trademarks

Trademark	Application/Registration No.	Registration Date	Owner
TWINPAK	Registration No. 2,143,818	March 17, 1998	INDUSTRIES PLASTIPAK INC. / PLASTIPAK INDUSTRIES INC.