

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM390017

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Packaging Coordinators, LLC		07/01/2016	Limited Liability Company: DELAWARE
Packaging Coordinators, Inc.		07/01/2016	Corporation: DELAWARE
Andersonbrecon Inc.		07/01/2016	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jefferies Finance LLC		
<b>Street Address:</b>	520 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3412228	HINGEPAK	
<b>Registration Number:</b>	4237920	ANDERSONBRECON	
<b>Registration Number:</b>	3998324	ASSURADOSE	
<b>Registration Number:</b>	3554547	CIAB	
<b>Registration Number:</b>	3561501	COMPLIANCE IN A BOTTLE	
<b>Registration Number:</b>	4002596	DURAPAC	
<b>Registration Number:</b>	3994132	INTUIDOSE	
<b>Registration Number:</b>	3998325	INTUIPAC	
<b>Registration Number:</b>	3998323	INTUIPAC ACHIEVE	
<b>Registration Number:</b>	3998322	INTUIPAC ASCEND	
<b>Registration Number:</b>	4467331	PCI	
<b>Registration Number:</b>	4437683	PACKAGING COORDINATORS, INC.	
<b>Serial Number:</b>	86172868	DELPOUCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123037064		

CH \$340.00 3412228

**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:** 200 Park Avenue  
**Address Line 2:** 28th Floor  
**Address Line 4:** New York, NEW YORK 10166

<b>ATTORNEY DOCKET NUMBER:</b>	93368.00004 (SECOND LIEN)
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<b>NAME OF SUBMITTER:</b>	Christine Dionne
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<b>SIGNATURE:</b>	/Christine Dionne/
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<b>DATE SIGNED:</b>	07/01/2016
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**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of July 1, 2016, is made by the Grantors (as identified below), in favor of Jefferies Finance LLC, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

**WHEREAS**, PACKAGING COORDINATORS, LLC, a Delaware limited liability company, PACKAGING COORDINATORS, INC., a Delaware corporation and ANDERSONBRECON INC., an Illinois corporation (collectively, the “**Grantors**” and each a “**Grantor**”), own the Trademark Collateral (as defined below); and

**WHEREAS**, the Grantors are party to a Second Lien Security Agreement dated as of July 1, 2016 (the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral and are required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to the Collateral Agent pursuant to the Security Agreement, each Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”): all Trademarks (as defined in the Security Agreement) owned by such Grantor, and all goodwill of such Grantor’s business symbolized by such Trademarks (including, without limitation, the trademarks set forth on Schedule A annexed hereto).

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted hereunder or under Section 1(a) of the Security Agreement attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any registration that issues from such intent-to-use application under applicable federal law.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Upon the Termination Date (as defined in the Security Agreement), the security interest granted hereby shall automatically terminate, the Trademark Collateral shall be automatically released, this Agreement shall terminate, and all rights to the Trademark Collateral shall revert to the Grantors.

Reference is made to the Intercreditor Agreement. Notwithstanding anything herein to the contrary, the priority of the lien and security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor

Agreement. In the event of any conflict or inconsistency between any of the provisions of the Intercreditor Agreement, this Agreement and the Credit Agreement regarding the priority of the lien and security interest granted to the Collateral Agent and the exercise of any right or remedy by the Collateral Agent, the provisions of the Intercreditor Agreement shall govern.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

**IN WITNESS WHEREOF**, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**PACKAGING COORDINATORS, LLC**, a Delaware limited liability company

**PACKAGING COORDINATORS, INC.**, a Delaware corporation

**ANDERSONBRECON INC.**, an Illinois corporation

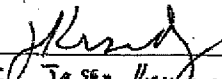
By:   
Name: Mitchell Blumenfeld  
Title: Chief Financial Officer

*[Signature Page to First Lien Trademark Security Agreement]*

Accepted and Agreed:

**JEFFERIES FINANCE LLC,**  
as the Collateral Agent

By:

  
Name: Jason Kennedy  
Title: Managing Director

*[Signature Page to Second Lien Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 005826 FRAME: 0239**

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**US Trademarks:**

Country	Trademark	Reg. Number	Reg. Date	Owner
US	HINGEPAK	3412228	04-15-2008	Packaging Coordinators, LLC
US	ANDERSONBRECON	4237920	06-Nov-2012	AndersonBrecon Inc.
US	ASSURADOSE (stylized)	3998324	19-Jul-2011	AndersonBrecon Inc.
US	CIAB	3554547	30-Dec-2008	AndersonBrecon Inc.
US	COMPLIANCE IN A BOTTLE	3561501	13-Jan-2009	AndersonBrecon Inc.
US	DURAPAC (stylized)	4002596	26-Jul-2011	AndersonBrecon Inc.
US	INTUIDOSE (stylized)	3994132	12-Jul-2011	AndersonBrecon Inc.
US	INTUIPAC (stylized)	3998325	19-Jul-2011	AndersonBrecon Inc.
US	INTUIPAC ACHIEVE (stylized)	3998323	19-Jul-2011	AndersonBrecon Inc.
US	INTUIPAC ASCEND (stylized)	3998322	19-Jul-2011	AndersonBrecon Inc.
US	PCI	4467331	14-Jan-2014	Packaging Coordinators, Inc.
US	Packaging Coordinators, Inc.	4437683	19-Nov-2013	Packaging Coordinators, Inc.

**Pending trademark applications:**

Country	Trademark	Serial Number	Filing Date	Owner
US	DELPOUCH	86/172,868	23-Jan-2014	Packaging Coordinators, LLC

**Unregistered Trademarks:**

1. MEDIA ENHANCED PACKAGING
2. PILLCALENDAR
3. RXBARRIER+

**Unregistered Tradenames:**

1. PCI of Philadelphia
2. PCI of Woodstock
3. PCI