

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392387

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRI-PACK ENTERPRISES INC.		07/22/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	General Electric Corporation, as Administrative Agent		
Street Address:	500 West Monroe, Suite 1700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3664790		
Registration Number:	3755075	ISCOOP	
Registration Number:	3664789	CAPTURING VALUE IN EVERY CONTAINER	
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:	ssexton@kslaw.com		
Correspondent Name:	King & Spalding		
Address Line 1:	1180 Peachtree Street NE		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	15009.009035		
NAME OF SUBMITTER:	Sally Sexton		
SIGNATURE:	/sallysexton/		
DATE SIGNED:	07/22/2016		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 22, 2016 is made by Tri-Pack Enterprises Inc., a California corporation (the “Grantor”), in favor of General Electric Company (as successor in interest by merger to General Electric Capital Corporation), a New York corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 2, 2014 (as amended, restated, supplemented or otherwise modified from time to time, including by that First Amendment to Credit Agreement dated as of December 10, 2014, and that certain Consent and Second Amendment to Credit Agreement dated as of July 8, 2016, the “Credit Agreement”), by and among Pretium Packaging, L.L.C., a Delaware limited liability company (the “Borrower”), as successor by merger to GS Pretium Transitory Sub II, LLC, a Delaware limited liability company, the other Credit Parties party thereto, the Lenders from time to time party thereto, the Administrative Agent and Antares Capital LP (as successor agent by assignment to General Electric Capital Corporation), as Revolver Agent for the Revolving Lenders (each as defined therein), the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to the Guaranty and Security Agreement, dated as of June 2, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

(a) all of its United States Trademarks (other than Trademarks that are Excluded Property), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, as between the parties, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of page intentionally left blank]

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

Very truly yours,

TRI-PACK ENTERPRISES INC., as Grantor

By: 

Name: Paul Kayser

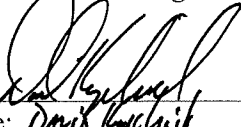
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005839 FRAME: 0275


ACKNOWLEDGED AND AGREED
as of the date first above written:

**GENERAL ELECTRIC COMPANY (as successor in interest
by merger to General Electric Capital Corporation),**
as Administrative Agent

By: 
Name: David K. Kitch
Title: Duly Authorized Signatory

SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED UNITED STATES TRADEMARKS

Trademark	Grantor	Registration Date	Registration Number	Full Goods/Services
CAPTURING VALUE IN EVERY CONTAINER	Tri-Pack Enterprises Inc.	August 4, 2009	3,664,789	(Int'l Class: 40) Custom manufacturing of plastic products
ISCOOP	Tri-Pack Enterprises Inc.	March 2, 2010	3,755,075	(Int'l Class: 20) Plastic storage containers featuring slots for holding measuring cups or spoons for commercial or industrial use (Int'l Class: 21) Plastic storage containers featuring slots for holding measuring cups or spoons for household or domestic use
	Tri-Pack Enterprises Inc.	August 4, 2009	3,664,790	(Int'l Class: 40) Custom manufacturing of plastic products

2. UNITED STATES TRADEMARK APPLICATIONS

None.