

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM402683

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Southeastern Flexo, LLC		10/19/2016	Limited Liability Company: FLORIDA
SleeveCo, Inc.		10/19/2016	Corporation: GEORGIA
FD Alpha Acquisition LLC		10/19/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank AG New York Branch, as Administrative Agent		
<b>Street Address:</b>	60 Wall Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3930489	SOUTHEASTERN PACKAGING	
<b>Registration Number:</b>	4407988	CORE LABEL	
<b>Registration Number:</b>	4351461	FLEXIBILITY IN A RIGID WORLD	
<b>Registration Number:</b>	2153757	SLEEVECO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>Correspondent Name:</b>	Michael Violet		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		
<b>SIGNATURE:</b>	/Elaine Carrera/		

OP \$115.00 3930489

<b>DATE SIGNED:</b>	10/20/2016
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**Total Attachments: 6**

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 19, 2016, (this "Agreement"), by FD Alpha Acquisition LLC, a Delaware limited liability company, Fort Dearborn Company, a Delaware corporation, Southeastern Flexo, LLC, a Florida limited liability company and SleeveCo, Inc., a Georgia corporation (each, a "Grantor") in favor of Deutsche Bank AG New York Branch ("DBNY"), as administrative agent and collateral agent (in such capacities, the "Administrative Agent") for the Secured Parties.

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of October 19, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among Holdings, the Loan Parties party thereto and the Administrative Agent. The First Lien Lenders (as defined below) have extended credit to the Borrower (as defined in First Lien Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of October 19, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "First Lien Credit Agreement"), by and among, inter alios, Fortress Intermediate, Inc., as Holdings, Fort Dearborn Holding Company, Inc., a Delaware corporation (successor by merger to Fortress Merger Sub, Inc., a Delaware corporation), as the Borrower, the Lenders from time to time party thereto and DBNY, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit Agreement and Section 4.03(c) of the Security Agreement, 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 Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral"):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the issued Patents and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. all proceeds of the foregoing;

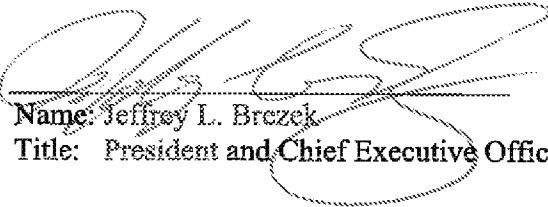
in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Security 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 Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

FORT DEARBORN COMPANY  
FD ALPHA ACQUISITION LLC  
SOUTHEASTERN FLEXO, LLC

By:   
Name: Jeffrey L. Brezek  
Title: President and Chief Executive Officer

SLEEVECO, INC.

By:   
Name: Jeffrey L. Brezek  
Title: Chief Executive Officer

**SCHEDULE I**

TRADEMARKS

<b><u>TRADEMARK</u></b>	<b><u>JURISDICTION</u></b>	<b><u>REGISTERED OWNER</u></b>	<b><u>REGISTRATION NUMBER</u></b>	<b><u>REGISTRATION DATE</u></b>
SOUTHEASTERN PACKAGING	US	Southeastern Flexo, LLC	3930489	3/15/2011
CORE LABEL	US	Southeastern Flexo, LLC	4407988	9/24/2013
FLEXIBILITY IN A RIGID WORLD	US	Southeastern Flexo, LLC	4351461	6/11/2013
SLEEVECO	US	SleeveCo, Inc.	2153757	4/28/1998
RENAISSANCE MARK	CANADA	FD Alpha Acquisition LLC	TMA627827	12/8/2004

TRADEMARK APPLICATIONS

None.

**SCHEDULE II**

PATENTS

<b><u>TITLE</u></b>	<b><u>JURISDICTION</u></b>	<b><u>REGISTERED OWNER</u></b>	<b><u>REGISTRATION NUMBER</u></b>	<b><u>REGISTRATION DATE</u></b>
SLEEVE LABEL WITH TAB	US	SleeveCo, Inc.	5775019	07/07/1998
SLEEVE LABEL FOR A PLANT CONTAINER	US	SleeveCo, Inc.	D522063	05/30/2006

PATENT APPLICATIONS

<b><u>TITLE</u></b>	<b><u>JURISDICTION</u></b>	<b><u>OWNER</u></b>	<b><u>APPLICATION NUMBER</u></b>	<b><u>APPLICATION DATE</u></b>
SEAMING PROCESS FOR REDUCING WEAK OR OPEN SEAMS AND BEADS IN A TDO SHRINK FILM TUBE	US	Fort Dearborn Company	14/016,714	09/03/2013

**SCHEDULE III**

COPYRIGHTS

<b><u>TITLE</u></b>	<b><u>JURISDICTION</u></b>	<b><u>REGISTERED OWNER</u></b>	<b><u>REGISTRATION NUMBER</u></b>	<b><u>REGISTRATION DATE</u></b>
Gemco-slit feed dispenser.	US	FD Alpha Acquisition, LLC	TX0001403246	08/07/1984
FpMail Systems, Inc.	US	FD Alpha Acquisition, LLC	TX0001373967	06/25/1984
Fleming Packaging Corporation.	US	FD Alpha Acquisition, LLC	TX0001273567	01/30/1984

COPYRIGHT APPLICATIONS

None.