

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404281

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Packaging Corporation		10/28/2015	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company		
Street Address:	225 East Avenue		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14604		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87157903	APC HEALTHCARE	
Serial Number:	87060562	PRODUCT PROCESS SUSTAINABLE	
CORRESPONDENCE DATA			
Fax Number:	5854198813		
<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>			
Phone:	585.419.8636		
Email:	trademarks@harrisbeach.com		
Correspondent Name:	Neal L. Slifkin, Esq.		
Address Line 1:	Harris Beach PLLC, 99 Garnsey Road		
Address Line 4:	Pittsford, NEW YORK 14534		
NAME OF SUBMITTER:	Melanie L. Lavacca		
SIGNATURE:	/Melanie L. Lavacca/		
DATE SIGNED:	11/03/2016		
Total Attachments: 6			
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of October 28, 2015, is made by the parties listed on the signature pages hereof (collectively, the "Grantors") in favor of Manufacturers and Traders Trust Company (the "Administrative Agent"), as administrative agent for the secured parties under the Loan Agreement referred to below (the "Secured Parties").

WHEREAS, American Packaging Corporation, a Pennsylvania corporation ("Borrower"), has entered into a Loan Agreement dated as of January 21, 2015 with the Administrative Agent and the lenders (the "Lenders") party thereto, as amended by that certain Loan Agreement dated as of January 21, 2015, as amended by that certain Loan Agreement Amendment 1 dated as of September 16, 2015 and that certain Loan Agreement Amendment 2 dated February 10, 2016 (as the same may be amended, supplemented or replaced from time to time, the "Loan Agreement").

WHEREAS, as a condition precedent to the making of loans by the Lenders under the Loan Agreement, each Grantor has executed and delivered to the Administrative Agent that certain Master Security Agreement dated as of January 21, 2015, made by and among the Grantors and the Administrative Agent (the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and are parties to a certain Trademark Security Agreement dated January 21, 2015 (the "Original Trademark Security Agreement"), which was recorded with the United States Patent and Trademark Office (the "PTO").

WHEREAS, Borrower has requested that the Lenders further amend the Loan Agreement, and Borrower and Lenders are entering into Loan Agreement Amendment 3 on even date herewith;

WHEREAS, subsequent to the execution and delivery of the Original Trademark Security Agreement, the Grantors have made application with the PTO with respect to certain trademarks not set forth in the Original Trademark Security Agreement (the "Additional Trademarks"). Pursuant to the terms of the Security Agreement, the Grantors are obligated to enter into a supplement to the Original Trademark Security Agreement to reflect such additional trademark applications.

WHEREAS, the parties desire to amend and restate the Original Trademark Security Agreement to reflect the Additional Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Administrative Agent as follows:

1. Grant of Security. Each Grantor hereby pledges and grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Administrative Agent.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the Trademark Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the

laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

AMERICAN PACKAGING CORPORATION

By:


Name: MICHAEL S. MRIZEK

Title: CORPORATE SECRETARY + CONTROLLER

AGREED TO AND ACCEPTED:

MANUFACTURERS AND TRADERS TRUST COMPANY,
as Administrative Agent

By: _____

Name: _____

Title: _____

Signature Page – Amended and Restated Trademark Security Agreement

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

AMERICAN PACKAGING CORPORATION

By: _____

Name: _____

Title: _____

AGREED TO AND ACCEPTED:

MANUFACTURERS AND TRADERS TRUST COMPANY,
as Administrative Agent





By:  _____

Name: Timothy Jones

Title: Admin VP

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks

<u>Trademark/ Service Mark Trade Name</u>	<u>Registration No. or Serial No. if an Application is Pending</u>	<u>Country</u>	<u>Registration Date or Filing Date if an Application is Pending</u>	<u>Renewal Date</u>	<u>Status</u>
APC HEALTHCARE	87/157,903	US	09/16/2016		Application
	87/060,562	US	06/05/2016		Application
INPAKIT	826,298	US	03/28/67	03/28/2017	Registered
	3,783,832	US	05/04/2010		Registered
AMERICAN PACKAGING CORPORATION	3,789,756	US	8/24/09	05/18/2020	Registered
	565,543	US	10/21/1952		Registered
	3869195	US	8/24/09	11/2/2020	Registered