

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM405426

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PRETIUM PACKAGING, L.L.C.		11/14/2016	Limited Liability Company: DELAWARE
INTERTECH CORPORATION		11/14/2016	Corporation: NORTH CAROLINA
TRI-PACK ENTERPRISES INC.		11/14/2016	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	50 SOUTH SIXTH STREET		
<b>Internal Address:</b>	SUITE 1290		
<b>City:</b>	MINNEAPOLIS		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1781476	INTERTECH	
<b>Registration Number:</b>	3755075	ISCOOP	
<b>Registration Number:</b>	3664789	CAPTURING VALUE IN EVERY CONTAINER	
<b>Registration Number:</b>	3664790		
<b>Registration Number:</b>	2385951	PRETIUM PACKAGING	
<b>Registration Number:</b>	3505940	ECONOLIGHT	
<b>Registration Number:</b>	3288573	HEAT ZONE	
<b>Registration Number:</b>	3859977	GIGGLEPLAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572193		
<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>	310-557-2900		
<b>Email:</b>	klathrop@proskauer.com		
<b>TRADEMARK</b>			

CH \$215.00 1781476

**Correspondent Name:** PROSKAUER ROSE LLP  
**Address Line 1:** 2049 CENTURY PARK EAST, SUITE 3200  
**Address Line 2:** C/O KIMBERLEY A. LATHROP  
**Address Line 4:** LOS ANGELES, CALIFORNIA 90067

**ATTORNEY DOCKET NUMBER:** 59975.018 Pretium

**NAME OF SUBMITTER:** Kimberley A. Lathrop

**SIGNATURE:** /Kimberley A. Lathrop/

**DATE SIGNED:** 11/14/2016

**Total Attachments: 5**

source=Pretium - 2L Trademark Security Agreement (EXECUTED)#page1.tif

source=Pretium - 2L Trademark Security Agreement (EXECUTED)#page2.tif

source=Pretium - 2L Trademark Security Agreement (EXECUTED)#page3.tif

source=Pretium - 2L Trademark Security Agreement (EXECUTED)#page4.tif

source=Pretium - 2L Trademark Security Agreement (EXECUTED)#page5.tif

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF ANY COLLATERAL DOCUMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT HEREUNDER AND THEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF THE DATE HEREOF (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “**INTERCREDITOR AGREEMENT**”), AMONG ANTARES CAPITAL LP, AS THE FIRST LIEN AGENT, AND WILMINGTON TRUST, NATIONAL ASSOCIATION, AS THE SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT OR ANY COLLATERAL DOCUMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of November 14, 2016, (this “**Agreement**”), among Pretium Packaging, L.L.C., a Delaware limited liability company (the “**Borrower**”), TRI-PACK ENTERPRISES INC., a California corporation, and INTERTECH CORPORATION, a North Carolina corporation (each, a “**Grantor**”) and Wilmington Trust, National Association (“**Wilmington**”), in its capacities as administrative agent and as collateral agent (in such capacities, the “**Administrative Agent**”) for the Secured Parties.

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of the date hereof (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 the Loan Parties party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrower subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “**Second Lien Credit Agreement**”), by and among Pretium Holding, LLC, a Delaware limited liability company, Pretium Packaging, L.L.C., a Delaware limited liability company, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto (the “**Lenders**”) and Wilmington, 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 Second 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, collaterally assign, 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 the Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;

- C. all assets, rights and interests that uniquely reflect or embody the Trademarks;
- D. the right to sue third parties for past, present and future infringements or dilutions of any Trademark; and
- E. all proceeds of and rights associated with the foregoing;

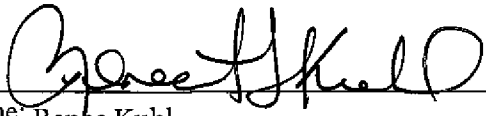
in each case to the extent the foregoing the foregoing items constitute Collateral.

**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 Trademark 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.

[Signature Pages Follow]

WILMINGTON TRUST, NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Name: Renee Kuhl  
Title: Vice President

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

PRETIUM PACKAGING, L.L.C.


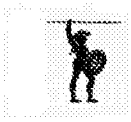

By: Scott Johnson  
Name: Scott Johnson  
Title: Chief Financial Officer, Secretary and Treasurer

INTERTECH CORPORATION  
TRI-PACK ENTERPRISES INC.

By: Scott Johnson  
Name: Scott Johnson  
Title: Secretary and Treasurer

**SCHEDULE I**

**TRADEMARKS**

<b>Owner</b>	<b>Trademark</b>	<b>Registration Number</b>
Intertech Corporation		1781476
Tri-Pack Enterprises, Inc. dba Custom Blow Molding	ISCOOP	3755075
Tri-Pack Enterprises, Inc. dba Custom Blow Molding	CAPTURING VALUE IN EVERY CONTAINER	3664789
Tri-Pack Enterprises, Inc. dba Custom Blow Molding		3664790
Pretium Packaging, L.L.C.	Pretium Packaging	2385951
Pretium Packaging, L.L.C.	ECONOLIGHT	3505940
Pretium Packaging, LLC	HEAT ZONE	3288573
Intertech Corporation (NC)		3859977

**TRADEMARK APPLICATIONS**

None.