

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM406005

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada		11/18/2016	Bank: CANADA
RECEIVING PARTY DATA			
Name:	Ampac Packaging, LLC		
Street Address:	12025 Tricon Road		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45246		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Prolamina Corporation		
Street Address:	132 North Elm Street, PO Box 274		
City:	Westfield		
State/Country:	MASSACHUSETTS		
Postal Code:	01086		
Entity Type:	Corporation: DELAWARE		
Name:	Ampac Holdings, LLC		
Street Address:	12025 Tricon Road		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45246		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Jen-Coat, Inc.		
Street Address:	132 North Elm Street, PO Box 274		
City:	Westfield		
State/Country:	MASSACHUSETTS		
Postal Code:	01086		
Entity Type:	Corporation: MASSACHUSETTS		
Name:	KENDRICK AMPAC HOLDINGS CORP.		
Street Address:	12025 Tricon Road		
City:	Cincinnati		

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State/Country:	OHIO
Postal Code:	45246
Entity Type:	Corporation: DELAWARE
Name:	Ampac Flexibles, LLC
Street Address:	12025 Tricon Road
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45246
Entity Type:	Limited Liability Company: MINNESOTA
Name:	Ampac Mobile Holdings, LLC
Street Address:	12025 Tricon Road
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45246
Entity Type:	Limited Liability Company: DELAWARE
Name:	Ampac Plastics, LLC
Street Address:	12025 Tricon Road
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45246
Entity Type:	Limited Liability Company: DELAWARE
Name:	AMPAC FLEXICON, LLC
Street Address:	12025 Tricon Road
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45246
Entity Type:	Limited Liability Company: DELAWARE
Name:	Tulsack, Inc.
Street Address:	12025 Tricon Road
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45246
Entity Type:	Corporation: OKLAHOMA

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	3637865	
Registration Number:	3637864	JEN-COAT, INC.
Registration Number:	4126802	PROLAMINA

Property Type	Number	Word Mark
Registration Number:	4679212	PRO-PEEL
Registration Number:	4696206	PRO-POUCH
Registration Number:	4641508	PRO-SEAL
Registration Number:	4708550	PRO-TEAR
Registration Number:	3247510	AMPAC
Registration Number:	2550553	COINSAFE
Registration Number:	3252176	FLEXI-FREE
Registration Number:	4139767	INNOVATION IN ACTION
Registration Number:	2447085	KEEPSAFE
Registration Number:	2724023	TULSACK
Registration Number:	1642051	E-Z ZIP
Registration Number:	1621182	RIP-STRIP
Registration Number:	1625960	STANDPAK
Registration Number:	1623731	KAPAK
Registration Number:	3904639	APEX 7000
Registration Number:	3962084	APEX 9000
Registration Number:	2296096	APEX 2000
Registration Number:	2677540	APEX 3000
Registration Number:	4246579	NO. 2 POUCH
Registration Number:	4436869	NO. 4 POUCH
Registration Number:	4712721	QUICK ZIP
Registration Number:	4685304	SPOT
Registration Number:	1575064	A
Registration Number:	1670824	TRACER
Registration Number:	2079340	TRACER EDGE
Serial Number:	72171547	GARBAX
Serial Number:	86080084	FLEXI FOILFREE
Serial Number:	86109387	BIOPOUCH
Serial Number:	86109317	AMPAC PULL TAB
Serial Number:	86207983	E-Z SNACKPAK
Serial Number:	86301543	AMPAC CUBEPAK
Serial Number:	86527201	TRAYZIES
Serial Number:	86520062	VITA

CORRESPONDENCE DATA

Fax Number: 2123037064

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

ATTORNEY DOCKET NUMBER:	78436.00186
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	11/18/2016

Total Attachments: 12

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is dated as of November 18, 2016 and delivered by Royal Bank of Canada, in its capacity as collateral agent for the Lenders (together with any successors and permitted assigns thereto in such capacity, the "Collateral Agent"), in favor of Ampac Packaging, LLC, Prolamina Corporation, Ampac Holdings, LLC, Jen-Coat, Inc., Kendrick Ampac Holdings Corp., Ampac Flexibles, LLC, Ampac Mobile Holdings, LLC, Ampac Plastics, LLC, Ampac Flexicon, LLC and Tulsack, Inc. (each, a "Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement (as defined below) and if not defined therein, then the meanings given in the Guarantee and Collateral Agreement (as defined below) or the Credit Agreement (as defined below), as the case may be.

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of August 18, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), the Grantors and the Collateral Agent entered into that certain Second Lien Guarantee and Collateral Agreement dated as of August 18, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") and that certain Second Lien Trademark Security Agreement, dated as of August 18, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 19, 2015 in Reel 5602, Frame 0511;

WHEREAS, pursuant to the Trademark Security Agreement, each Grantor pledged and granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest (the "Security Interest") in all right, title or interest in or to any and all of the following assets and properties then owned or at any time thereafter acquired by such Grantor or in which such Grantor then had or at any time thereafter may have acquired any right, title or interest (collectively, the "Trademark Collateral"): (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, then existing or thereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including those registrations and registration applications in the United States Patent and Trademark Office (or any successor office) referred to on Schedule I attached hereto, but excluding any "intent to use" trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, 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 such intent-to-use trademark application under applicable federal law (the "Trademarks"), (b) all goodwill associated with or symbolized by the Trademarks, and (c) all other assets, rights and interests that uniquely reflect or embody such Trademarks; and

WHEREAS, the Collateral Agent acknowledges the full payment and performance of the Obligations, and as a result desires to terminate and release the Security Interest in the Trademark Collateral.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, hereby terminates, releases and forever discharges the Security Interest in the Trademark Collateral, and retransfers and reassigns to each Grantor, as applicable and without representation or warranty of any kind, express or implied, free and clear of any claims by Collateral Agent, all right, title or interest of the Collateral Agent in, to or under the Trademark Collateral of such Grantor.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

ROYAL BANK OF CANADA,
as Collateral Agent

By: _____

Name: _____

Title: _____


Yvonne Brazier
Manager, Agency

[Signature Page to Second Lien Trademark Release]


SCHEDULE I

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

[See Attached.]

SCHEDULE I

Prolamina:

Owner	Mark	Country	Application Number	Filing Date	Registration Number	Date Registered
Jen-Coat, Inc.	Conveyor Belt Design 	US	77-482,592	5/23/2008	3637865	6/16/09
Jen-Coat, Inc.	JEN-COAT, INC.	US	77-482,515	5/23/2008	3637864	6/16/09
Prolamina Corporation	LAMI-PRO	Mexico	1200219	08/03/2011	1258992	01/05/2012
Prolamina Corporation	LAMI-PRO	OHIM	010168177	08/02/2011	010168177	01/24/2012
Prolamina Corporation	PROLAMINA	Argentina	3114299	09/09/2011	2543492	12/07/2012
Prolamina Corporation	PROLAMINA	Argentina	3114298	09/09/2011	2543491	12/07/2012
Prolamina Corporation	PROLAMINA	Argentina	3114297	09/09/2011	2543490	12/07/2012
Prolamina Corporation	PROLAMINA	Brazil	831079614	06/22/2011	831079614	05/12/2015
Prolamina Corporation	PROLAMINA	Brazil	831079606	06/22/2011	831079606	05/12/2015
Prolamina Corporation	PROLAMINA	Brazil	831079592	06/22/2011		
Prolamina Corporation	PROLAMINA	Canada	1524377	04/14/2011	TMA 887,755	10/08/2014
Prolamina Corporation	PROLAMINA	Chile	967.306	08/26/2011	1.050.247	10/18/2013
Prolamina Corporation	PROLAMINA	Chile	967.309	08/26/2011	1.079.416	02/14/2014
Prolamina Corporation	PROLAMINA	Colombia	2011066827	05/30/2011	440142	01/30/2012
Prolamina Corporation	PROLAMINA	Mexico	1172344	04/18/2011	1274548	03/21/2012
Prolamina Corporation	PROLAMINA	Mexico	1172338	04/18/2011	1274547	03/21/2012
Prolamina Corporation	PROLAMINA	Mexico	1172342	04/18/2011	1234928	08/24/2011
Prolamina Corporation	PROLAMINA	Mexico	1172336	04/18/2011	1286701	05/22/2012
Prolamina Corporation	PROLAMINA	Mexico	1172335	04/18/2011	1234927	08/24/2011
Prolamina Corporation	PROLAMINA	International Registratio n	A0024768	05/26/2011	1096838	05/26/2011
Prolamina Corporation	PROLAMINA	India	2153405	06/01/2011		
Prolamina Corporation	PROLAMINA	Hong Kong	301932453	05/31/2011	301932453	02/07/2012
Prolamina Corporation	PROLAMINA	OHIM	009894296	04/14/2011	009894296	09/16/2011
Prolamina Corporation	PROLAMINA	Colombia	2011066837	05/30/2011	440141	01/30/2012
Prolamina Corporation	PROLAMINA	Colombia	2011066831	05/30/2011	440225	01/30/2012
Prolamina Corporation	PROLAMINA	Peru	457253	06/01/2011	68661	10/07/2011
Prolamina Corporation	PROLAMINA	Peru	457254	06/01/2011	180493	10/07/2011
Prolamina Corporation	PROLAMINA	Peru	457252	06/01/2011	180492	10/07/2011
Prolamina Corporation	PROLAMINA	South Africa	2011/13971	06/09/2011	2011/13971	06/03/2013
Prolamina Corporation	PROLAMINA	South Africa	2011/13970	06/09/2011	2011/13970	06/03/2013
Prolamina Corporation	PROLAMINA	South Africa	2011/13969	06/09/2011	2011/13969	06/03/2013
Prolamina Corporation	PROLAMINA	Taiwan	100030457	06/17/2011	01512545	04/01/2012
Prolamina Corporation	PROLAMINA	United Arab	157896	05/30/2011	157896	07/03/2012

		Emirates				
Prolamina Corporation	PROLAMINA	United Arab Emirates	157895	05/30/2011	157895	08/15/2013
Prolamina Corporation	PROLAMINA	United Arab Emirates	157894	05/30/2011		
Prolamina Corporation	PROLAMINA	US	85-288,065	04/06/2011	4,126,802	04/10/2012
Prolamina Corporation	PROLAMINA	Venezuela	11842/2011	07/08/2011		
Prolamina Corporation	PROLAMINA	Venezuela	11843/2011	07/08/2011		
Prolamina Corporation	PROLAMINA	Venezuela	11844/2011	07/08/2011		
Prolamina Corporation	PRO-PEEL	OHIM	010168227	08/02/2011	010168227	01/12/2012
Prolamina Corporation	PRO-PEEL	Mexico	1200214	08/03/2011	1256387	12/06/2011
Prolamina Corporation	PRO-PEEL	US	85-363,018	07/05/2011	4,679,212	01/27/2015
Prolamina Corporation	PRO-POUCH	Canada	1539948	08/08/2011		
Prolamina Corporation	PRO-POUCH	Mexico	1200212	08/03/2011	1306931	08/27/2012
Prolamina Corporation	PRO-POUCH	US	85-361,443	07/01/2011	4,696,206	03/03/2015
Prolamina Corporation	PRO-SEAL	Mexico	1200211	08/03/2011	1258991	01/05/2012
Prolamina Corporation	PRO-SEAL	US	85-361,442	07/01/2011	4,641,508	11/18/2014
Prolamina Corporation	PRO-SPOUT	OHIM	010168276	08/02/2011	010168276	01/09/2012
Prolamina Corporation	PRO-SPOUT	Mexico	1200209	08/03/2011	1256773	12/07/2011
Prolamina Corporation	PRO-TEAR	US	85-428,703	09/21/2011	4,708,550	03/24/2015

Ampac:

Mark	Country	Registrant	Appl. Number/ Appl. Date	Reg. Number/ Reg. Date
AMPAC	CN	Ampac Packaging, LLC	3311975 9/18/2002	3311975 2/28/2004
AMPAC	US	Ampac Holdings, LLC	78/941,969 8/1/2006	3,247,510 05/29/2007
AMPAC & Design	EM	Ampac Packaging, LLC	004081998 10/20/2004	4081998 02/21/2006
COINSAFE	US	Ampac Holdings LLC	75/747,492 07/07/1999	2,550,553 03/19/2002
FLEXI-FREE	US	Ampac Flexicon LLC	76/644,625 08/10/2005	3,252,176

Mark	Country	Registrant	Appl. Number/ Appl. Date	Reg. Number/ Reg. Date
GARBAX	US	Ampac Mobile Holdings, LLC	72/171,547 06/21/1963	0,793,507/ 08/03/1965
INNOVATION IN ACTION	EM	Ampac Holdings LLC	009367764 09/10/2010	009367764/ 02/21/2011
INNOVATION IN ACTION	US	Ampac Holdings LLC	85/104,890 08/11/2010	4,139,767 05/08/2012
KEEPSAFE	EM	Ampac Holdings, LLC	007009715 06/23/2008	007009715 11/10/2009
KEEPSAFE	US	Ampac Holdings LLC	75/791,257 09/02/1999	2,447,085 04/24/2001
TULSACK	US	Tulsack, Inc.	76/441,669 08/20/2002	2,724,023 06/10/2003
E-Z ZIP	US	Kapak Company, LLC*	74/031,170 2/21/1990	1,642,051 4/23/1991
RIP-STRIP	US	Kapak Company, LLC*	74/021,376	1,621,182

Mark	Country	Registrant	Appl. Number/ Appl. Date	Reg. Number/ Reg. Date
			1/22/1990	11/6/1990
STANDPAK	US	Kapak Company, LLC*	74/031,091 2/21/1990	1,625,960 12/4/1990
KAPAK	US	Kapak Company, LLC*	74/021,490 1/22/1990	1,623,731 11/20/1990
K & BELL (DESIGN)	CA	Kapak Corporation*	1069148 7/31/2000	TMA567140 9/10/2002
APEX 7000	US	Ampac Holdings, LLC	77/296,515 10/4/2007	3,904,639 1/11/2011
APEX 9000	US	Ampac Holdings, LLC	77/296,516 10/4/2007	3,962,084 5/17/2011
APEX 2000	US	Ampac Holdings, LLC	75/602,844 12/10/1998	2,296,096 11/30/1999
APEX 3000	US	Ampac Holdings, LLC	76/381,141 3/12/2002	2,677,540 1/21/2003

Mark	Country	Registrant	Appl. Number/ Appl. Date	Reg. Number/ Reg. Date
NO. 2 POUCH	US	Ampac Holdings, LLC	85/231,272 2/1/2011	4,246,579 11/20/2011
NO. 4 POUCH	US	Ampac Holdings, LLC	85/231,232 2/1/2011	4,436,869 11/19/2013
QUICK ZIP	US	Ampac Holdings, LLC	85/334,286 5/31/2011	4712721 3/31/2015
SHAKERPAK	EM	Ampac Holdings, LLC	13496054 11/25/2014	13496054 4/14/2015
SPOT	US	Ampac Holdings, LLC	85/885,722 3/25/2013	4685304 2/10/2015
FLEXI FOILFREE	WP	Ampac Holdings, LLC	1184281 10/14/2014	1184281 11/04/2013
FLEXI FOILFREE	US	Ampac Holdings, LLC	86/080,084 10/1/2013	
BIOPOUCH	WP	Ampac Holdings, LLC		1205071

Mark	Country	Registrant	Appl. Number/ Appl. Date	Reg. Number/ Reg. Date
				4/08/2014
BIPOUCH	US	Ampac Holdings, LLC	86109387 11/04/2013	
AMPAC PULL TAB	US	Ampac Holdings, LLC	86/109,317 11/4/2013	
AMPAC PULL TAB	WP	Ampac Holdings, LLC		1202676 4/08/2015
E-Z SNACKPAK	US	Ampac Holdings, LLC	86/207,983 2/28/2014	
AMPAC CUBEPAK	US	Ampac Holdings, LLC	86/301,543 6/5/2014	
TRAYZIES	US	Ampac Holdings, LLC	86/527,201 2/6/2015	
A (Design)	US	Ampac Plastics, L.L.C.	73759979 10/26/1988	1575064 1/2/1990
TRACER	US	Ampac Plastics, L.L.C.	74078374 7/16/1990	1670824 12/31/1991
TRACER EDGE	US	Ampac Plastics, L.L.C.	75157974 8/29/1996	2079340 7/15/1997

Mark	Country	Registrant	Appl. Number/ Appl. Date	Reg. Number/ Reg. Date
VITA	US	Ampac Holdings, LLC	86520062 1/30/2015	
VITA (Design)	CA	Ampac Holdings, LLC	1718648 3/10/2015	
VITA BY AMPAC	EM	Ampac Holdings, LLC	13797238 3/5/2015	
(Design Only)	WP	Ampac Holdings, LLC	86520062	
E-Z SNACKPAK	WP	Ampac Holdings, LLC		1206353 5/20/2014

* An assignment will be filed reflecting the name change of Kapak Corporation or Kapak Company, LLC (as applicable) to Ampac Flexibles LLC.

Trade Names

Trayzies, LLC – registered in Delaware

Business Deposits Plus – registered in Ohio

(ii)

1. Customized ERP software running from HP3000 and serving the U.S. retail and security business units

2. MAS 200

3. Infor Syteline

4. Peoplesoft

5. Customized ERP software running from AS400 and serving the Cary, IL site