

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406150

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of security interest recorded at Reel/Frame 5839/0271		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Company (as successor in interest by merger to General Electric Capital Corporation)		11/14/2016	Corporation:
RECEIVING PARTY DATA			
Name:	Tri-Pack Enterprises, Inc.		
Street Address:	946 S Andreasen Drive		
City:	Escondido		
State/Country:	CALIFORNIA		
Postal Code:	92029		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3664789	CAPTURING VALUE IN EVERY CONTAINER	
Registration Number:	3755075	ISCOOP	
Registration Number:	3664790		
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	65241-30250		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	11/21/2016		

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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT RELEASE

This TRADEMARK SECURITY AGREEMENT RELEASE (this “**Release**”), dated as of November 14, 2016, is made by General Electric Company (as successor in interest by merger to General Electric Capital Corporation), as administrative agent (in such capacity, the “**Agent**”) for the Secured Parties in favor of Tri-Pack Enterprises, Inc., a California corporation (the “**Grantor**”). WHEREAS, pursuant to that certain Credit Agreement, dated as of June 2, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time prior to the date hereof, the “**Credit Agreement**”) among the Pretium Packaging, L.L.C., a Delaware limited liability company, as borrower, and the other Credit Parties thereto, the banks, financial institutions and other institutional lenders party thereto, the Agent and the other agents party thereto;

WHEREAS, the Grantor executed and delivered that certain Trademark Security Agreement, dated as of July 22, 2016 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Trademark Security Agreement**”; capitalized terms used herein without definition are used as defined in the Trademark Security Agreement) in favor of the Agent, pursuant to which the Grantor mortgaged, pledged and hypothecated to Agent for the benefit of the Secured Parties and granted to the 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 all of its United States Trademarks (other than Trademarks that are Excluded Collateral), including without limitation those that are on Schedule A hereto (the “**Trademark Collateral**”).

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 22, 2016 at Reel 5839 and Frame 0271; and

WHEREAS, the Agent wishes to terminate and release its Lien on and security interest in, to and under the Trademark Collateral.

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

SECTION 1. Release of Grant of Security. The Agent, for itself and on behalf of the Secured Parties, hereby (a) terminates the Trademark Security Agreement, and (b) terminates, cancels, relinquishes, discharges and releases to the Grantor its Lien on and security interest in, to and under, and reassigns to the Grantor, without representation or warranty of any kind, any and all right, title and interest in, to and under the Trademark Collateral, including, without limitation, the Trademark Collateral listed on Schedule A, granted to it pursuant to the Trademark Security Agreement, and all goodwill of the business connected with the use of, and symbolized by, each trademark and trademark application set forth on Schedule A.

The Agent hereby agrees to duly execute and deliver any further documents and do such other acts as may be reasonably necessary to effect the termination, cancellation, release, relinquishment and discharge of its continuing security interest in, to and under all of the intellectual property contemplated hereby.

SECTION 2. Recordation. The Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

SECTION 3. Execution in Counterparts. This Release may be executed in any number of 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.

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

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GENERAL ELECTRIC COMPANY,
as Secured Party

By: 


Name: *David Kopchick*

Title: Duly Authorized Signatory

SCHEDULE A

Trademark Registrations

U.S. Trademarks

Trademark	Grantor	Reg. Date	Reg. Number
CAPTURING VALUE IN EVERY CONTAINER	Tri-Pack Enterprises Inc.	August 4, 2009	3,664,789
ISCOOP	Tri-Pack Enterprises Inc.	March 2, 2010	3,755,075
	Tri-Pack Enterprises Inc.	August 4, 2009	3,664,790