

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407051

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TricorBraun Inc.		11/30/2016	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 West Monroe street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	2968654	BECAUSE OUR OPTIONS MAKE THE DIFFERENCE	
Registration Number:	3155088	CALIBERWINEPAK	
Registration Number:	3175138	CALIBERWINEPAK	
Registration Number:	1887607	KRANSON INDUSTRIES	
Registration Number:	3059473	OPTIONS	
Registration Number:	2563782	RAPIDFIND	
Registration Number:	1884116	SERVING A SELECT FEW VERY WELL	
Registration Number:	2985084	TRICORBRAUN	
Registration Number:	2376069	TRICORBRAUN	
Registration Number:	2761767	TRICORBRAUN SPRAYGUARD	
Registration Number:	0917934	PTI	
Registration Number:	4027164	TRICORBRAUN WINEPAK THE POWER OF OPTIONS	
Registration Number:	3940305	TRILOGY	
Registration Number:	3999682	O	
Registration Number:	3967930	THE POWER OF OPTIONS	
Registration Number:	3999697	TRICORBRAUN THE POWER OF OPTIONS	
Registration Number:	4057313	TRICORBRAUN WINEPAK THE POWER OF OPTIONS	
Registration Number:	4013578	TRICORBRAUN WINEPAK	
Registration Number:	4276173	TRICORBRAUN DESIGN & ENGINEERING THE POW	

OP \$790.00 2968654

Property Type	Number	Word Mark
Registration Number:	4300353	GREEN OPTIONS
Registration Number:	4388978	SUSTAINABILITY +
Registration Number:	4544401	TRICORBRAUN DESIGN & INNOVATION
Registration Number:	4544402	TRICORBRAUN DESIGN & INNOVATION THE POWE
Registration Number:	4724472	TRICORBRAUN XPRESSPAK
Registration Number:	4735917	TRICORBRAUN XPRESSPAK
Registration Number:	4744017	PACKAGING OPTIONS DIRECT POWERED BY TRIC
Registration Number:	4744015	PACKAGING OPTIONS DIRECT
Registration Number:	4744240	WINEPAK DIRECT
Registration Number:	4951632	WINEPAK DIRECT
Serial Number:	87017430	PDG THE PACKAGING DESIGN GROUP A TRICORB
Serial Number:	87023733	PDG THE PACKAGING DESIGN GROUP A TRICORB

CORRESPONDENCE DATA

Fax Number: 3129939767
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: 312/876-7628
Email: linda.kastner@lw.com
Correspondent Name: Linda R. Kastner, c/o Latham & Watkins
Address Line 1: 330 N. Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER:	Linda Kastner
SIGNATURE:	/lk/
DATE SIGNED:	11/30/2016

Total Attachments: 25

- source=TricorBraun - First Lien IP Security Agreement (EXECUTED)#page1.tif
- source=TricorBraun - First Lien IP Security Agreement (EXECUTED)#page2.tif
- source=TricorBraun - First Lien IP Security Agreement (EXECUTED)#page3.tif
- source=TricorBraun - First Lien IP Security Agreement (EXECUTED)#page4.tif
- source=TricorBraun - First Lien IP Security Agreement (EXECUTED)#page5.tif
- source=TricorBraun - First Lien IP Security Agreement (EXECUTED)#page6.tif
- source=TricorBraun - First Lien IP Security Agreement (EXECUTED)#page7.tif
- source=TricorBraun - First Lien IP Security Agreement (EXECUTED)#page8.tif
- source=TricorBraun - First Lien IP Security Agreement (EXECUTED)#page9.tif
- source=TricorBraun - First Lien IP Security Agreement (EXECUTED)#page10.tif
- source=TricorBraun - First Lien IP Security Agreement (EXECUTED)#page11.tif
- source=TricorBraun - First Lien IP Security Agreement (EXECUTED)#page12.tif
- source=TricorBraun - First Lien IP Security Agreement (EXECUTED)#page13.tif
- source=TricorBraun - First Lien IP Security Agreement (EXECUTED)#page14.tif
- source=TricorBraun - First Lien IP Security Agreement (EXECUTED)#page15.tif

source=TricorBraun - First Lien IP Security Agreement (EXECUTED)#page16.tif
source=TricorBraun - First Lien IP Security Agreement (EXECUTED)#page17.tif
source=TricorBraun - First Lien IP Security Agreement (EXECUTED)#page18.tif
source=TricorBraun - First Lien IP Security Agreement (EXECUTED)#page19.tif
source=TricorBraun - First Lien IP Security Agreement (EXECUTED)#page20.tif
source=TricorBraun - First Lien IP Security Agreement (EXECUTED)#page21.tif
source=TricorBraun - First Lien IP Security Agreement (EXECUTED)#page22.tif
source=TricorBraun - First Lien IP Security Agreement (EXECUTED)#page23.tif
source=TricorBraun - First Lien IP Security Agreement (EXECUTED)#page24.tif
source=TricorBraun - First Lien IP Security Agreement (EXECUTED)#page25.tif

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “*IP Security Agreement*”) dated as of November 30, 2016, is among the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) and Antares Capital LP, as collateral agent (the “*Collateral Agent*”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, TCB Holdings III Corp, a Delaware corporation, which, upon consummation of the Acquisition, will be merged with and into TricorBraun Holdings, Inc., a Delaware corporation (the “*Borrower*”), has entered into a First Lien Credit Agreement, dated as of November 30, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with TCB Holdings II Corp, a Delaware corporation, the other Loan Parties from time to time party thereto each Lender from time to time party thereto, Antares Capital LP, as Administrative Agent and as Collateral Agent and Antares Holdings LP, as Swing Line Lender. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Loans and the making of L/C Credit Extensions by the Lenders and the L/C Issuers under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain First Lien Security Agreement dated as of November 30, 2016 among the Grantors from time to time party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate governmental authorities.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

- (i) all patents, patent applications and utility models, all inventions and improvements claimed therein and the right to claim any inventions disclosed but unclaimed therein, including, without limitation, the patents and patent applications set forth in Schedule A hereto;
- (ii) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, together, in each case, with the goodwill of the business connected with the use thereof and symbolized thereby, including, without limitation, the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use Trademark applications, prior to the filing and acceptance of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent that,

and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications or any registrations that issue therefrom under applicable federal law);

(iii) all copyrights, including, without limitation, copyrights in Computer Software, internet web sites and the content thereof, whether registered or unregistered, including, without limitation, the copyright registrations set forth in Schedule C hereto;

(iv) all registrations and applications for registration for any of the foregoing;

(v) all agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which such Grantor, now or hereafter, is a party or a beneficiary, including, without limitation, the agreements granting any exclusive right to the Grantor in or to any registered copyright set forth in Schedule D hereto;

(vi) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(vii) any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and

(viii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or payable with respect to, and supporting obligations relating to, any and all of the foregoing, and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing.

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vii), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor or any Subsidiary of any Grantor), in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the Uniform Commercial Code or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Credit Agreement, provided, further, that (x) the Collateral includes Proceeds and receivables of any property excluded under this provision, the assignment of which is expressly deemed effective under the Uniform Commercial Code notwithstanding such prohibition and (y) such excluded lease, license or other agreement shall otherwise be subject to the security interest created by the Security Agreement upon receiving any necessary approvals or waivers permitting the assignment thereof.

SECTION 2. Security for First Lien Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment and performance of all First Lien Obligations of such Grantor now or hereafter existing under or in respect of the Loan

Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced, re-tranched, extended, increased or otherwise modified from time to time (including any extensions of maturity dates and increases of the principal amount outstanding thereunder)) or otherwise, including, without limitation, any extensions, increases, modifications, substitutions, amendments, refinancings, refundings, replacements or renewals of any or all of the foregoing First Lien Obligations (whether or not such action is committed, contemplated or provided for by the Loan Documents on the date hereof), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. Execution in Counterparts. This IP Security Agreement 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. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopier or other electronic method shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

SECTION 6. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication or facsimile transmission) and mailed, telegraphed, telecopied, telexed, faxed or delivered, if to any Grantor, addressed to it in care of the Borrower at the Borrower's address specified in Section 10.02 of the Credit Agreement, or if to the Collateral Agent, to its address specified in Section 10.02 of the Credit Agreement. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 10.02 of the Credit Agreement. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this IP Security Agreement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.

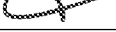
SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

Grantors:


TCB HOLDINGS II CORP

By:  _____

Name: Thomas J. Pryma

Title: Assistant Vice President

TCB HOLDINGS III CORP

By:  _____

Name: Thomas J. Pryma

Title: Chairman

PENN BOTTLE AND SUPPLY CO.
TRICORBRAUN INC.
TRILOGY GLASS AND PACKAGING, INC.

By: _____

Name: Charles Pfister

Title: Senior Vice President-Finance and
Chief Financial Officer

TRICORBRAUN HOLDINGS, INC.
TRICORBRAUN HOLDING CORPORATION

By: _____

Name: Charles Pfister

Title: Senior Vice President-Finance, Chief
Financial Officer and Treasurer

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

Grantors:

TCB HOLDINGS II CORP

By: _____
Name: Thomas J. Pryma
Title: Assistant Vice President

TCB HOLDINGS III CORP

By: _____
Name: Thomas J. Pryma
Title: Chairman

PENN BOTTLE AND SUPPLY CO.
TRICORBRAUN INC.
TRILOGY GLASS AND PACKAGING, INC.

By: Charles Pfister
Name: Charles Pfister
Title: Senior Vice President-Finance and
Chief Financial Officer

TRICORBRAUN HOLDINGS, INC.
TRICORBRAUN HOLDING CORPORATION

By: Charles Pfister
Name: Charles Pfister
Title: Senior Vice President-Finance, Chief
Financial Officer and Treasurer

ANTARES CAPITAL LP,

as Collateral Agent

Jeff Bottcher

By: _____

Name: Jeff Bottcher

Title: Authorized Signatory

[Signature Page to First Lien IP Security Agreement]

TRADEMARK
REEL: 005931 FRAME: 0037

Schedule A
Patents

1. U.S. Patent Registrations:

Holder	Title	Registration #	Registration Date	Application Date
TricorBraun Inc,	Bottle	D451,809	December 11, 2001	November 22, 1999
TricorBraun Inc,	Bottle	D448,676	October 2, 2001	December 29, 1999
TricorBraun Inc,	Bottle	D446,724	August 21, 2001	June 16, 2000
TricorBraun Inc,	Bottle	D444,066	June 26, 2001	March 10, 2000
TricorBraun Inc,	Bottle	D443,823	June 19, 2001	March 21, 2000
TricorBraun Inc,	Bottle	D443,822	June 19, 2001	March 10, 2000
TricorBraun Inc,	Bottle	D443,517	June 12, 2001	March 21, 2000
TricorBraun Inc,	Bottle	D443,516	June 12, 2001	March 10, 2000
TricorBraun Inc,	Bottle	D443,515	June 12, 2001	January 3, 2001
TricorBraun Inc,	Bottle	D437,559	February 13, 2001	June 6, 2000
TricorBraun Inc,	Bottle	D436,317	January 16, 2001	October 8, 1999
TricorBraun Inc,	Bottle	D436,029	January 9, 2001	February 7, 2000
TricorBraun Inc,	Bottle	D434,663	December 5, 2000	August 30, 1999
Kranson Industries Inc.	Flair bottle	D415,685	October 26, 1999	April 23, 1998
Kranson Industries Inc.	Hanging bottle	D415,029	October 12, 1999	December 4, 1997
Kranson Industries Inc.	Triangular tri-pack container	D415,023	October 12, 1999	March 23, 1998
Kranson Industries Inc.	Container with integral bellows pump	D413,794	September 14, 1999	March 16, 1998
Kranson Industries Inc.	Hanging bottle	D412,666	August 10, 1999	January 5, 1998
TricorBraun Inc,	Hanging bottle	D411,455	June 22, 1999	December 31, 1997
TricorBraun Inc,	Hanging bottle	D411,454	June 22, 1999	December 4, 1997
Kranson Industries Inc.	Bottle	D409,922	May 18, 1999	March 27, 1998
Kranson Industries Inc.	Bottle	D409,921	May 18, 1999	March 27, 1998
Kranson Industries Inc.	Bottle	D409,920	May 18, 1999	September 28, 1998
Kranson Industries Inc.	Bottle	D408,740	April 27, 1999	March 27, 1998
Kranson Industries Inc.	Bottle	D396,412	July 28, 1998	January 21, 1997
Kranson Industries Inc.	Bottle	D396,003	July 14, 1998	October 7, 1997

Holder	Title	Registration #	Registration Date	Application Date
Kranson Industries Inc.	Bottle	D395,819	July 7, 1998	October 3, 1997
Kranson Industries Inc.	Bottle	D391,855	March 10, 1998	January 23, 1997
Kranson Industries Inc.	Fluid dispensing container with finger grooves	D389,414	January 20, 1998	January 28, 1997
Kranson Industries Inc.	Bottle body with beveled end	D387,992	December 23, 1997	August 6, 1996
Kranson Industries Inc.	Spray bottle	D386,688	November 25, 1997	October 3, 1996
Kranson Industries Inc.	Bottle body	D386,417	November 18, 1997	October 10, 1995
Kranson Industries Inc.	Bottle body	D386,416	November 18, 1997	October 10, 1995
Kranson Industries Inc.	Fluid dispensing container with finger grooves	D386,086	November 11, 1997	October 25, 1996
Kranson Industries Inc.	Bottle	D382,808	August 26, 1997	October 6, 1994
Penn Bottle and Supply Co.	Bottle	D380,966	July 15, 1997	November 14, 1995
Kranson Industries Inc.	Bottle	D378,665	April 1, 1997	September 18, 1995
Kranson Industries Inc.	Bottle	D382,209	August 12, 1997	January 9, 1995
Kranson Industries Inc.	Bottle	D381,273	July 22, 1997	January 16, 1996
Kranson Industries Inc.	Three-dimensional children's shoe sizer	D378,992	April 29, 1997	December 22, 1995
Kranson Industries Inc.	Bottle body	D378,276	March 4, 1997	September 29, 1995
Kranson Industries Inc.	Bottle	D376,762	December 24, 1996	November 30, 1995
TricorBraun Inc.	3 Dimensional Container Representation	6,601,703	August 5, 2003	January 7, 2002
Kranson Industries Inc.	Oval Dispenser	D493,369 ¹	July 27, 2004	June 24, 2002

¹ Listed herein subject to confirmation of clear chain of title by TricorBraun Inc.

Holder	Title	Registration #	Registration Date	Application Date
TricorBraun Inc.	Angled Bottle for Pourable Materials	D519,031	April 18, 2006	September 28, 2004
TricorBraun Inc.	Bottle	D509,144	September 6, 2005	April 12, 2004
TricorBraun Inc.	Bottle	D498,681	November 23, 2004	July 17, 2003
TricorBraun Inc.	Bottle	D497,809	November 2, 2004	July 18, 2003
TricorBraun Inc.	Bottle	D471,463	March 11, 2003	February 20, 2002
TricorBraun Inc.	Bottle	D468,641	January 14, 2003	July 18, 2001
TricorBraun Inc.	Bottle	D476,902	July 8, 2003	November 15, 2001
TricorBraun Inc.,	Jug for liquid and semi-liquid materials, or the like	D488,384	April 13, 2004	October 28, 2001
TricorBraun Inc.	Bottle for Liquid and Semi-Liquid Materials	D500,447	January 4, 2005	August 7, 2003
TricorBraun Inc.	Bottle for Liquid and Semi-Liquid Materials	D505,864	June 7, 2005	August 7, 2003
TricorBraun Inc.	Bottle with Handle	D517,415	March 21, 2006	April 19, 2005
TricorBraun Inc.	Dispensing Container	5,908,136	June 1, 1999	December 12, 1997
TricorBraun Inc.	Tall Oval Bottle	D490,714	June 1, 2004	June 18, 2002
TricorBraun Inc.	Wall Hangable Bottle	D517,413	March 21, 2006	July 2, 2004
TricorBraun Inc.	Applicator Package	D533,457	December 12, 2006	September 28, 2004
TricorBraun Inc.	Applicator Package with Storage Compartment	D528,012	September 12, 2006	September 28, 2004
TricorBraun Inc.	Bottle	D535,567	January 23, 2007	April 6, 2005
TricorBraun Inc.	Shaker	D539,095	March 27, 2007	March 30, 2006
TricorBraun Inc.	Wide-dispersal package and cap assembly	7,891,518	February 22, 2011	May 5, 2006
TricorBraun Inc.	Squeeze Bottle	D533,067	December 5, 2006	July 12, 2005
TricorBraun Inc.	Marker Package	D556,824	December 4, 2007	August 1, 2006
TricorBraun Inc.	Tub with Inset	D558,064	December 25, 2007	October 27, 2004
TricorBraun Inc.	Bottle Cap	D584,151	January 6, 2009	January 14, 2008
TricorBraun Inc.	Bottle	D585,749	February 3, 2009	August 28, 2008
TricorBraun Inc.	Oval Bottle	D587,585	March 3, 2009	August 24, 2006
TricorBraun Inc.	Oval Bottle	D589,806	April 7, 2009	November 5, 2008
TricorBraun Inc.	Interlocking Bottle Configuration	7,516,860	April 14, 2009	February 3, 2004
TricorBraun Inc.	Hemi-Spherical Bottle	D593,413	June 2, 2009	December 9, 2008

#4832-7911-6605v8

TRADEMARK
REEL: 005931 FRAME: 0041

Holder	Title	Registration #	Registration Date	Application Date
TricorBraun Inc.	Bottle	D593,864	June 9, 2009	September 18, 2007
TricorBraun Inc.	Container Bottom	D633,803	March 8, 2011	July 7, 2010
TricorBraun Inc.	Pump Dispensing Mechanism	7,762,427	July 27, 2010	June 9, 2006
TricorBraun Inc.	Bottle	D619,465	July 13, 2010	June 2, 2009
TricorBraun Inc.	Bottle	D619,466	July 13, 2010	November 17, 2009
TricorBraun Inc.	Bottle	D653,952	February 14, 2012	June 24, 2011
TricorBraun Inc.	Inverted Dispenser Fitment	8,157,133	April 17, 2012	April 23, 2009
TricorBraun Inc.	Bottle with Flared Neck	D653,551	February 7, 2012	March 24, 2011
TricorBraun Inc.	Bottle	D653,111	January 31, 2012	October 18, 2010
TricorBraun Inc.	Bottle	D653,117	January 31, 2012	March 24, 2011
TricorBraun Inc.	Bottle	D666,498	September 4, 2012	November 12, 2010
TricorBraun Inc.	Bottle	D662,825	July 3, 2012	August 8, 2011
TricorBraun Inc.	Bottle	D673,856	January 8, 2013	October 13, 2011
TricorBraun Inc.	Bottle Closure	D672,241	December 11, 2012	March 24, 2011
TricorBraun Inc.	Safety Device for a Container	D671,406	November 27, 2012	May 6, 2011
TricorBraun Inc.	Bottle	D684,863	June 25, 2013	July 1, 2011
TricorBraun Inc.	Bottle	D696,124	December 24, 2013	September 2, 2011
TricorBraun Inc.	Flip-Top Preform for Blow Molding	8,616,406	December 31, 2013	October 26, 2011
TricorBraun Inc.	Bottle Closure	D695,115	December 10, 2013	September 26, 2012
TricorBraun Inc.	Bottle	D696,127	December 24, 2013	September 26, 2012
TricorBraun Inc.	Bottle	D697,810	January 21, 2014	September 26, 2012
TricorBraun Inc.	Bottle	D687,305	August 6, 2013	September 26, 2012
TricorBraun Inc.	Container	D687,712	August 13, 2013	September 26, 2012
TricorBraun Inc.	Flip-Top Preform for Blow Molding	8,616,407	December 31, 2013	October 12, 2012
TricorBraun Inc.	Scoop Bottle Neck	D696,952	January 7, 2014	November 30, 2012
TricorBraun Inc.	Bottle	D699,117	February 11, 2014	February 11, 2013

#4832-7911-6605v8

TRADEMARK
REEL: 005931 FRAME: 0042

Holder	Title	Registration #	Registration Date	Application Date
TricorBraun Inc.	Bottle	D698,655	February 4, 2014	April 2, 2013
TricorBraun Inc.	BOTTLE	D707,566	June 24, 2014	September 26, 2012
TricorBraun Inc.	FLIP-TOP JAR	D708, 940	July 15, 2014	November 20, 2012
TricorBraun Inc.	BOTTLE	D718,633	December 2, 2014	September 26, 2012
TricorBraun Inc.	BOTTLE NECK	D719,026	December 9, 2014	September 11, 2012
TricorBraun Inc.	Bottle	D721,970	February 3, 2015	September 26, 2012
TricorBraun Inc.	Flip-Top Jar	D725,464	March 31, 2015	September 30, 2013
TricorBraun Inc.	Bottle	D729,064	May 12, 2015	February 5, 2013
TricorBraun Inc.	BOTTLE	D729,630	May 19, 2015	September 26, 2012
TricorBraun Inc.	BOTTLE	D740,680	October 13, 2015	February 18, 2014
TricorBraun Inc.	BOTTLE	D741,192	October 20, 2015	February 2, 2013
TricorBraun Inc.	BOTTLE	D741,188	October 20, 2015	October 17, 2013
TricorBraun Inc.	SPRAYER BOTTLE	D742,236	November 3, 2015	February 20, 2014
TricorBraun Inc.	BOTTLE	D742,237	November 3, 2015	September 13, 2013
TricorBraun Inc.	BOTTLE	D748,483	February 2, 2016	July 24, 2013
TricorBraun Inc.	APPLICATOR	D752,982	April 5, 2016	February 20, 2014
TricorBraun Inc.	CONTAINER	D752,983	April 5, 2016	May 17, 2013
TricorBraun Inc.	TUB	D753,482	April 12, 2016	September 13, 2013
TricorBraun Inc.	APPLICATOR	D753,492	April 12, 2016	July 19, 2013
TricorBraun Inc.	BEVERAGE CONTAINER WITH A SOLID WRAPPER	D725,953	April 7, 2015	April 5, 2013
TricorBraun Inc.	BEVERAGE CONTAINER ASSEMBY	D761,609	July 19, 2016	January 30, 2015
TricorBraun Inc.	BEVERAGE CONTAINER ASSEMBY	D761,608	July 19, 2016	January 30, 2015
TricorBraun Inc.	BEVERAGE CONTAINER ASSEMBY	D761,607	July 19, 2016	January 29, 2015

Holder	Title	Registration #	Registration Date	Application Date
TricorBraun Inc.	BEVERAGE CONTAINER ASSEMBY	D769,043	October 18, 2016	January 29, 2015
TricorBraun, Inc.	TOPICAL APPLICATOR	D768,293	October 4, 2016	December 30, 2014
TricorBraun Inc.	BEVERAGE CONTAINER	D767,930	October 4, 2016	January 30, 2015

2. Foreign Patent Registrations:

Holder	Title	Registration #	Registration Date	Country
Kranson Industries, Inc. d/b/a TricorBraun (now known as TricorBraun Inc.)	Applicator Package with Storage Compartment	000314349	March 23, 2005	European Union
TricorBraun Inc.	Applicator Package	154718	November 17, 2014	Canada

3. U.S. Patent Applications:

Holder	Title	Application #	Application Date
TricorBraun Inc.	Integrated Measuring Scoop Apparatus	13/588,565	August 17, 2012
TricorBraun Inc.	Decorating Process for Blow Molded Packages	14/184,966	February 20, 2014
TricorBraun Inc.	BOTTLE	29/532,225	July 2, 2015
TricorBraun Inc.	APPLICATOR	29/547,443	December 3, 2015
TricorBraun Inc.	APPLICATOR	29/548,702	December 16, 2015
TricorBraun Inc.	BOTTLE	29/564,984	May 17, 2016
TricorBraun Inc.	BOTTLE	29/582,380	October 27, 2016
TricorBraun Inc.	BOTTLE	29/582,388	October 27, 2016

4. Foreign Patent Applications:

Holder	Country	Title	Application #	Application Date
TricorBraun, S. de R.L.de C.V.	Mexico	Locking System ¼ Turn to a Container	MX/a/2011/002176	February 25, 2011

5. Patent Licenses

- License from VITAMINWORKS LLC to manufacture and sell bottles under U.S. Patent D708,956 as Liquid Water Enhancers
- License from MEZURWARE LLC to sell technology under U.S. Pat. Pub. No. 2009/0159620 A1,

#4832-7911-6605v8

TRADEMARK
REEL: 005931 FRAME: 0044


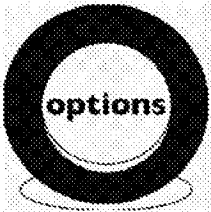
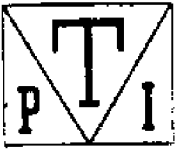
CN 101513946 A, U.S. Pat. Pub. No. 2013/0134191, U.S. Pat. Pub. No. 2013/0062370, and U.S. Pat. No. 8,851,341

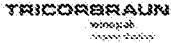


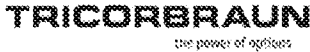
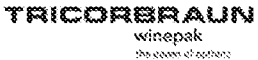
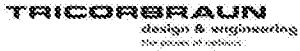
#4832-7911-6605v8

TRADEMARK
REEL: 005931 FRAME: 0045

Schedule B
Trademarks

1. U.S. Trademark Registrations

HOLDER	MARK	REGISTRATION NUMBER	REGISTRATION DATE
TricorBraun Inc.	BECAUSE OUR OPTIONS MAKE THE DIFFERENCE	2968654	July 12, 2005
TricorBraun Inc.	CALIBER WINE PAK and Design 	3155088	October 10, 2006
TricorBraun Inc.	CALIBERWINEPAK	3175138	November 21, 2006
TricorBraun Inc.	KRANSON INDUSTRIES	1887607	April 4, 1995
TricorBraun Inc.	OPTIONS AND DESIGNS 	3059473	February 14, 2006
TricorBraun Inc.	RAPIDFIND	2563782	April 23, 2002
TricorBraun Inc.	SERVING A SELECT FEW VERY WELL	1884116	March 14, 1995
TricorBraun Inc.	TRICORBRAUN	2985084	August 16, 2005
TricorBraun Inc.	TRICORBRAUN	2376069	August 8, 2000
TricorBraun Inc.	TRICORBRAUN SPRAYGUARD	2761767	September 9, 2003
TricorBraun Inc.		0,917,934	August 10, 1971
Penn Bottle and Supply Co.	TITAN PLASTICS, CO.	2,662,605	December 17, 2002

HOLDER	MARK	REGISTRATION NUMBER	REGISTRATION DATE
TricorBraun Inc.	TRICORBRAUN WINEPAK LOGO 	4,027,164	September 13, 2011
TricorBraun Inc.	TRILOGY & Design 	3,940,305	April 5, 2011
TricorBraun Inc.	LOGO 	3,999,682	July 19, 2011
TricorBraun Inc.	THE POWER OF OPTIONS	3,967,930	May 24, 2011
TricorBraun Inc.	TRICORBRAUN LOGO 	3,999,697	July 19, 2011
TricorBraun Inc.	TRICORBRAUN WINEPAK LOGO 	4,057,313	November 15, 2011
TricorBraun Inc.	TRICORBRAUN WINEPAK	4,013,578	August 16, 2011
TricorBraun Inc.	TRICORBRAUN DESIGN AND ENGINEERING LOGO 	4,276,173	January 15, 2013

#4832-7911-6605v8

TRADEMARK
REEL: 005931 FRAME: 0048

HOLDER	MARK	REGISTRATION NUMBER	REGISTRATION DATE
TricorBraun Inc.	GREEN OPTIONS & Design 	4,300,353	March 12, 2013
TricorBraun Inc.	SUSTAINABILITY +	4,388,978	August 20, 2013
TricorBraun Inc.	TRICORBRAUN DESIGN & INNOVATION	4,544,401	June 3, 2014
TricorBraun Inc.	TRICORBRAUN DESIGN & INNOVATION THE POWER OF OPTIONS (Design) 	4,544,402	June 3, 2014
TricorBraun Inc.	TRICORBRAUN XPRESSPAK & Design 	4,724,472	April 21, 2015
TricorBraun Inc.	TRICORBRAUN XPRESSPAK	4,735,917	May 12, 2015
TricorBraun Inc.	PACKAGING OPTIONS DIRECT and Design 	4,744,017	May 26, 2015
TricorBraun Inc.	PACKAGING OPTIONS DIRECT	4,744,015	May 26, 2015
TricorBraun Inc.	WINEPAK DIRECT	4,744,240	May 26, 2015
TricorBraun Inc.	WINEPAK DIRECT	4,951,632	May 3, 2016

2. Foreign Trademark Registrations:

HOLDER	MARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
TricorBraun Inc.	RAPIDFIND	Canada	564,143	June 28, 2002
TricorBraun Inc.	TRICORBRAUN WINEPAK	Canada	854,210	June 28, 2013

#4832-7911-6605v8

TRADEMARK
REEL: 005931 FRAME: 0049

HOLDER	MARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
TricorBraun Inc.	PACKAGING OPTIONS DIRECT and Design	China	13616142	February 20, 2015
TricorBraun Inc.	PACKAGING OPTIONS DIRECT	China	13616143	February 21, 2015
TricorBraun Inc.	PACKAGING OPTIONS DIRECT	China	13616138	February 21, 2015
TricorBraun Inc.	PACKAGING OPTIONS DIRECT	China	12023665	March 21, 2015
TricorBraun Inc.	PACKAGING OPTIONS DIRECT and Design	China	13616141	April 21, 2015
TricorBraun Inc.	PACKAGING OPTIONS DIRECT and Design	European Union	011385853	April 30, 2013
TricorBraun Inc.	RAPIDFIND	Mexico	1120444	September 11, 2009
TricorBraun Inc.	RAPIDFIND	Mexico	1102982	May 28, 2009
TricorBraun Inc.	RAPIDFIND	Mexico	1102983	May 28, 2009
TricorBraun Inc.	TRICORBRAUN	Mexico	1102984	May 28, 2009
TricorBraun Inc.	TRICORBRAUN	Mexico	1102985	May 28, 2009
TricorBraun Inc.	TRICORBRAUN & Design	Mexico	1104484	June 9, 2009
TricorBraun Inc.	TRICORBRAUN & Design	Mexico	1133320	November 30, 2009
TricorBraun Inc.	TRICORBRAUN & Design	Mexico	1136668	December 21, 2009
TricorBraun Inc.	TRICORBRAUN & Design	Mexico	1104485	June 9, 2009
TricorBraun Inc.	TRICORBRAUN WINEPAK	Mexico	1185079	October 20, 2010
TricorBraun	TRICORBRAUN	Mexico	1195403	December 20, 2010

#4832-7911-6605v8

TRADEMARK
REEL: 005931 FRAME: 0050


HOLDER	MARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
Inc.	WINEPAK			
TricorBraun Inc.	TRICORBRAUN WINEPAK	Mexico	1195402	December 20, 2010
TricorBraun Inc.	TRICORBRAUN WINEPAK	Mexico	1259611	January 10, 2012
TricorBraun Inc.	TRICORBRAUN WINEPAK	Mexico	1217438	November 22, 2010
TricorBraun Inc.	TRICORBRAUN WINEPAK	Mexico	1287103	May 23, 2012

3. U.S. State Trademark Registrations:

HOLDER	MARK	U.S. STATE	REGISTRATION NUMBER	REGISTRATION DATE
Kranson Industries, Inc.	TRICORBRAUN	Nebraska	10120646	March 3, 2009
Kranson Industries, Inc.	CLINTON PACKAGING COMPANY	Nebraska	10103433	October 15, 2007
Kranson Industries, Inc.	CALIBER WINE GROUP	Nebraska	10103428	October 15, 2007
Kranson Industries, Inc.	TRICOR PACKAGING	Nebraska	10103432	October 15, 2007
Kranson Industries, Inc.	RYCO PACKAGING CORPORATION	Nebraska	10101848	August 29, 2007
Kranson Industries, Inc.	CALIBER WINE GROUP	Louisiana	597119	July 13, 2007
Kranson Industries, Inc.	CALIBERWINEPAK	Louisiana	597120	July 13, 2007
Kranson Industries, Inc.	CLINTON PACKAGING COMPANY	Louisiana	597121	July 13, 2007
Kranson Industries, Inc.	NORTHWESTERN BOTTLE COMPANY	Louisiana	597122	July 13, 2007
Kranson Industries, Inc.	PACKAGING WEST	Louisiana	597124	July 13, 2007
Kranson Industries, Inc.	TRICOR PACKAGING	Louisiana	597125	July 13, 2007
Kranson Industries, Inc.	TRICORBRAUN	Louisiana	597126	July 13, 2007
Kranson Industries, Inc.	TRICORBRAUN ENGINEERING	Louisiana	597127	July 13, 2007
Kranson Industries, Inc.	TRICORBRAUN INTERNATIONAL	Louisiana	597128	July 13, 2007

HOLDER	MARK	U.S. STATE	REGISTRATION NUMBER	REGISTRATION DATE
Kranson Industries, Inc.	CALIBERWINEPAK	Nebraska	10071267	May 3, 2005
Kranson Industries, Inc.	TRICORBRAUN INTERNATIONAL	Nebraska	10055964	March 2, 2004
Kranson Industries, Inc.	TRICORBRAUN ENGINEERING	Nebraska	10055965	March 2, 2004
Kranson Industries, Inc.	PACKAGING WEST	Nebraska	10055967	March 2, 2004
Kranson Industries, Inc.	NORTHWESTERN BOTTLE COMPANY	Nebraska	10055692	February 24, 2004

4. U.S. Trademark Applications:

HOLDER	MARK	APPLICATION NUMBER	FILING DATE
TricorBraun Inc.	PDG THE PACKAGING DESIGN GROUP A TRICORBRAUN COMPANY	87/017,430	April 28, 2016
TricorBraun Inc.	PDG THE PACKAGING DESIGN GROUP A TRICORBRAUN COMPANY & Design 	87/023,733	May 3, 2016

5. Foreign Trademark Applications:

HOLDER	MARK	COUNTRY	APPLICATION NUMBER	FILING DATE
TricorBraun Inc.	PDG THE PACKAGING DESIGN GROUP A TRICORBRAUN COMPANY	European Union	015577349	June 23, 2016
TricorBraun Inc.	PDG THE PACKAGING DESIGN GROUP A TRICORBRAUN COMPANY & Design 	European Union	015577059	June 23, 2016

6. Trademark Licenses –

- Trademark License Agreement dated April 23, 2016 by and between TricorBraun Inc. and TricorBraun India Pvt. Ltd.
- Penn Bottle and Supply Co. is a party to a certain Asset Purchase Agreement with Owens Brockway Plastics Products Inc. dated November 9, 2001 (the “Owens Brockway Asset Purchase Agreement”) under which Penn Bottle and Supply Co. granted to Owens Brockway an irrevocable, royalty-free, fully paid-up, non-exclusive, non-assignable and non-transferable right and license to use the trademark identified in U.S. Registration No. 0,917,934 (the “Trademark License”). Rexam Healthcare Packaging Inc. (as successor in interest to Owens-Brockway Plastics Products Inc.) currently holds the Trademark License.

Schedule C
Copyrights

1. U.S. Copyright Registrations:

Holder	Copyright	Registration No.	Date
TricorBraun Inc.	MURANO BOTTLE DRAWING TB030458	VAU656514	February 20, 2004
TricorBraun Inc.	MURANO BOTTLE DRAWING TB030459	VAU621179	February 20, 2004
TricorBraun Inc.	MURANO BOTTLE DRAWING TB030460	VAU599534	January 21, 2004
TricorBraun Inc.	Floor care: labor saver floor cleaner	TXU1105514	August 11, 2003
TricorBraun Inc.	Rich furniture cream restores natural beauty, preserves rich wood grain & appearance	TXU1120150	August 11, 2003
TricorBraun Inc.	Kitchen citrus clean	TXU1125512	August 11, 2003
TricorBraun Inc.	Murano laundry bottle label	TXU1104825	August 11, 2003
TricorBraun Inc.	Outdoor natural insect repellent	TXU1144224	August 4, 2003
TricorBraun Inc.	MURANO FLOOR CARE BOTTLE LABEL	TXU1210693 (Supp. to TXU1105514)	August 11, 2003
TricorBraun Inc.	MURANO FURNITURE BOTTLE LABEL	TXU1210696 (Supp. to TXU1120150)	August 11, 2003
TricorBraun Inc.	MURANO KITCHEN BOTTLE LABEL	TXU1210697 (Supp. to TXU1125512)	August 11, 2003
TricorBraun Inc.	MURANO LAUNDRY BOTTLE LABEL	TXU1210695 (Supp. to TXU1104825)	August 11, 2003
TricorBraun Inc.	MURANO OUTDOOR BOTTLE LABEL	TXU1210694 (Supp. to 1144224)	August 4, 2003
TricorBraun Inc.	We Put Everything Into Packaging	VA630846	February 25, 1994

2. Foreign Copyright Registrations: None

3. U.S. Copyright Applications: None

4. Foreign Copyright Applications: None

Schedule D
Agreements

None.