TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409325

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (SECOND LIEN)
SEQUENCE:	9

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMPAC FLEXIBLES, LLC		11/18/2016	Limited Liability Company: MINNESOTA

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: 4

Property Type	Number	Word Mark
Registration Number:	1642051	E-Z ZIP
Registration Number:	1621182	RIP-STRIP
Registration Number:	1625960	STANDPAK
Registration Number:	1623731	KAPAK

OP $115.00 1642051

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	057121-0164
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	12/16/2016

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 18, 2016 (as amended, restated, supplemented or otherwise modified from time to time, this "**Trademark Security Agreement**"), is made by the entities identified as grantors on the signature pages hereto (individually, a "**Grantor**," and, collectively, the "**Grantors**") in favor of Antares Capital LP, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the "**Collateral Agent**").

WHEREAS, the Grantors are party to a Second Lien Security Agreement, dated as of November 18, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") between each of the Grantors and the other grantors party thereto and the Collateral Agent for the Secured Parties pursuant to which the Grantors granted a security interest to the Collateral Agent (on behalf of the Secured Parties) in the Trademark Collateral (as defined below) and are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As collateral security for the payment or performance when due of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"); *provided* that, the Trademark Collateral shall not include any Excluded Assets (such as any intent-to-use 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 application or any registration that issues therefrom under any applicable federal law):

(i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark

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Office ("**USPTO**"), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements, dilution or other violations thereof,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

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

GRANTORS:

AMPAC FLEXIBLES, LLC
AMPAC FLEXICON, LLC
AMPAC HOLDINGS, LLC
AMPAC MOBILE HOLDINGS, LLC
AMPAC PLASTICS, LLC
COATING EXCELLENCE INTERNATIONAL, LLC
PROLAMINA CORPORATION
TULSACK, INC.

By: _____
Name: Eric Bradford
Title: Chief Financial Officer

ANTARES CAPITAL LP,
as the Collateral Agent

By: _____
Name: Matt McLure
Title: Duly Authorized Signatory

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SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Applic. No.	Reg. No.	Filing Date	Reg. Date	Registrant
ABSOLUTE WRAP	77/245,107	3,857,208	8/2/2007	10/5/2010	Coating Excellence International, LLC
CEI CONVERTING IDEAS INTO INNOVATION Logo	85/256,545	4,210,895	3/3/2011	9/18/2012	Coating Excellence International, LLC
CEI Class 16	76/451,523	2,835,959	9/17/2002	4/27/2004	Coating Excellence International, LLC
CEI Class 17	85/256,546	4,055,543	3/3/2011	11/15/2011	Coating Excellence International, LLC
CLEAN STRIP	76/634,920	3,265,546	4/1/2005	7/17/2007	Coating Excellence International, LLC
COATING EXCELLENCE INTERNATIONAL	77/082,083	3,720,481	1/12/2007	12/8/2009	Coating Excellence International, LLC
Paper Roll Design Class 16	75/271,204	2,158,714	4/7/1997	5/19/1998	Coating Excellence International, LLC
Paper Roll Design Class 17	85/256,549	4,059,214	3/3/2011	11/22/2011	Coating Excellence International, LLC
SHARKSKIN	76/365,968	2,662,890	2/1/2002	12/17/2002	Coating Excellence International, LLC
AMPAC	78/941,969	3,247,510	08/1/2006	05/29/2007	AMPAC HOLDINGS, LLC
COINSAFE	75/747,492	2,550,553	07/07/1999	03/19/2002	AMPAC HOLDINGS, LLC

Trademark	Applic. No.	Reg. No.	Filing Date	Reg. Date	Registrant
INNOVATION IN ACTION	85/104,890	4,139,767	08/11/2010	05/08/2012	AMPAC HOLDINGS, LLC
KEEPSAFE	75/791,257	2,447,085	09/02/1999	04/24/2001	AMPAC HOLDINGS, LLC
APEX 7000	77/296,515	3,904,639	10/04/2007	01/11/2011	AMPAC HOLDINGS, LLC
APEX 9000	77/296,516	3,962,084	10/04/2007	05/17/2011	AMPAC HOLDINGS, LLC
APEX 2000	75/602,844	2,296,096	12/10/1998	11/30/1999	AMPAC HOLDINGS, LLC
APEX 3000	76/381,141	2,677,540	03/12/2002	01/21/2003	AMPAC HOLDINGS, LLC
NO. 2 POUCH	85/231,272	4,246,579	02/01/2011	11/20/ 2012	AMPAC HOLDINGS, LLC
NO. 4 POUCH	85/231,232	4,436,869	02/01/2011	11/19/2013	AMPAC HOLDINGS, LLC
QUICK ZIP	85/334,286	4712721	05/31/2011	03/31/2015	AMPAC HOLDINGS, LLC
SPOT	85/885,722	4685304	03/25/2013	02/10/2015	AMPAC HOLDINGS, LLC
E-Z SNACKPAK	86/207,983	4,851,927	02/28/2014	11/10/2015	AMPAC HOLDINGS, LLC
AMPAC CUBEPAK	86/301,543	4,875,210	06/05/2014	12/22/2015	AMPAC HOLDINGS, LLC
FLEXI-FREE	76/644,625	3,252,176	08/10/2005	06/12/2007	AMPAC FLEXICON, LLC

Trademark	Applic. No.	Reg. No.	Filing Date	Reg. Date	Registrant
GARBAX	72/171,547	0,793,507/	06/21/1963	08/03/1965	Ampac Mobile Holdings, LLC
TULSACK	76/441,669	2,724,023	08/20/2002	06/10/2003	Tulsack, Inc.
E-Z ZIP	74/031,170	1,642,051	02/21/1990	04/23/1991	Ampac Flexibles, LLC
RIP-STRIP	74/021,376	1,621,182	01/22/1990	11/06/1990	Ampac Flexibles, LLC
STANDPAK	74/031,091	1,625,960	02/21/1990	12/04/1990	Ampac Flexibles, LLC
KAPAK	74/021,490	1,623,731	01/22/1990	11/20/1990	Ampac Flexibles, LLC
TRACER	74078374	1670824	07/16/1990	12/31/1991	Ampac Plastics, LLC
TRACER EDGE	75157974	2079340	08/29/1996	07/15/1997	Ampac Plastics, LLC
PROLAMINA	85-288,065	4,126,802	04/06/2011	04/10/2012	PROLAMINA CORPORATION
PRO-PEEL	85-363,018	4,679,212	07/05/2011	01/27/2015	PROLAMINA CORPORATION
PRO-POUCH	85-361,443	4,696,206	07/01/2011	03/03/2015	PROLAMINA CORPORATION
PRO-SEAL	85-361,442	4,641,508	07/01/2011	11/18/2014	PROLAMINA CORPORATION
PRO-TEAR	85-428,703	4,708,550	09/21/2011	03/24/2015	PROLAMINA CORPORATION