

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM411004

| | | | |
|---|---|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| TERMOPAC INDUSTRIAL, S.A. | | 12/29/2016 | Sociedad Anonima: DOMINICAN REPUBLIC |
| RECEIVING PARTY DATA | | | |
| Name: | GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P. | | |
| Street Address: | 6011 Connection Dr. | | |
| City: | Irving | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75039 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2504146 | | |
| Registration Number: | 2504147 | TERMOPAC | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 4048884012 | | |
| Email: | erobinson@hunton.com | | |
| Correspondent Name: | Erika Robinson | | |
| Address Line 1: | 600 Peachtree St. NE STE. 4100 | | |
| Address Line 2: | c/o Hunton & Williams LLP | | |
| Address Line 4: | Atlanta, GEORGIA 30308 | | |
| NAME OF SUBMITTER: | Erika Robinson | | |
| SIGNATURE: | /ErikaRobinson/ | | |
| DATE SIGNED: | 01/04/2017 | | |
| Total Attachments: 5 | | | |
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| source=GSSLG_Diesco - Trademark Security Agreement (Termopac) (GSSLG)#page2.tif | | | |
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of December 29, 2016, is made by **TERMOPAC INDUSTRIAL, S.A.**, a corporation (*sociedad anónima*) organized under the laws of the Dominican Republic (“**Grantor**”), to and for the benefit of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.** (“**GSSLG**”), as Global Collateral Agent under the Credit Agreement referred to below.

RECITALS:

WHEREAS, reference is hereby made to that certain Credit and Guaranty Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement or that certain Pledge and Security Agreement, dated as of the Closing Date, by and among the PR Credit Parties, Termopac DR, Polyplas DR and Global Collateral Agent, as amended, supplemented or otherwise modified from time to time (the “**Security Agreement**”), as applicable), by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, GSSLG, as Global Collateral Agent and the other Agents party thereto from time to time; and

WHEREAS, the Lenders are willing to make the Loans contemplated by the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered this Agreement to Global Collateral Agent, for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor hereby agrees with Global Collateral Agent as follows:

1. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and the other Credit Documents, Grantor hereby grants to Global Collateral Agent, for the benefit of the Secured Parties, a continuing First Priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule 1 hereto; (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and (d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License and (ii) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License.

2. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Global Collateral Agent, on behalf of itself and the other Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Global 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.

3. Authorization to Supplement. Grantor hereby authorizes Global Collateral Agent unilaterally to modify this Agreement by amending Schedule 1 hereto to include any future United States registered Trademarks or applications therefor of Grantor, which become Trademarks or Trademark Licenses under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 hereto shall in any way affect, invalidate or detract from Global Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1 hereto.

4. Counterparts. This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

5. APPLICABLE LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.

[Remainder of Page Intentionally Blank]

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

TERMOPAC INDUSTRIAL, S.A.

By: _____

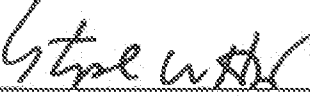
Name: _____

Title: _____

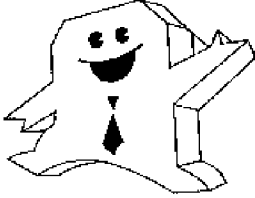


ACCEPTED AND ACKNOWLEDGED BY:
A COLLATERAL AGENT:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.

By: 
Name: Stephen W. Hipp
Title: Authorized Signatory

SCHEDULE 1
TO TRADEMARK SECURITY AGREEMENT

| TRADEMARK REGISTRATIONS | | |
|---|-------------------------|--------------------------|
| <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|  | 2504146 | November 6, 2001 |
| TERMOPAC | 2504147 | November 6, 2001 |