

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412479

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arpac. LLC		12/28/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BNP Paribas		
Street Address:	787 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Corporation: FRANCE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	1626697	GREAT LAKES	
Registration Number:	1676581	BRANDPAC	
Registration Number:	1787837	ARPAC	
Registration Number:	1856549	EZ-DUZ-IT	
Registration Number:	1881853	INFRA PAK	
Registration Number:	1921244	WRAP-N-WEIGH	
Registration Number:	2056928	TRAY STAR	
Registration Number:	2208400	SIDEWINDER	
Registration Number:	2295502	FLM-SAVR	
Registration Number:	3106776	ARPAC	
Registration Number:	3803909	PATRIOT	
Registration Number:	3990700	XLR8	
Registration Number:	4183636	HUMAN MACHINE INTELLIGENCE QUOTIENT	
Serial Number:	86537588	ECO-TUNNEL	
CORRESPONDENCE DATA			
Fax Number:	2128594000		
<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>			

CH \$365.00 1626697

Phone: 2128598000
Email: mark.konzelmann@friedfrank.com
Correspondent Name: Mark Konzelmann
Address Line 1: 1 New York Plaza
Address Line 2: floor 26
Address Line 4: new york, NEW YORK 10004

NAME OF SUBMITTER: mark konzelmann

SIGNATURE: /mark konzelmann/

DATE SIGNED: 01/17/2017

Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of December 28, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by ARPAC, LLC (the “**Grantor**”) in favor of BNP Paribas, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to a Second Lien Pledge and Security Agreement dated as of June 17, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”) between the Grantor, each of the other grantors party thereto and the Collateral Agent pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this 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 Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms

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

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (collectively, the “**Trademark Collateral**”): (i) each United States trademark and service mark registration and application listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, and (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms 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 Pledge and 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Purpose.

This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 5. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) 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 THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 6. Counterparts

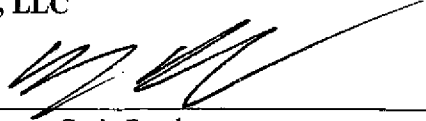
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature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

[Remainder of page intentionally left blank]

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

ARPAC, LLC

By: _____


Name: Craig Reuther

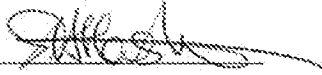
Title: Chief Financial Officer, Treasurer and Secretary

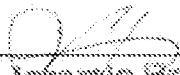
SECOND LIEN TRADEMARK SECURITY AGREEMENT
(ARPAC)

TRADEMARK
REEL: 005967 FRAME: 0738

Accepted and Agreed:

BNP PARIBAS,
as Collateral Agent

By: 
Name: _____
Title: **Stephanie Kost**
Vice President

By: 
Name: **Jeremie Braouds**
Title: **Vice President**

SCHEDULE A
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Application / Registration No.	Filing / Registration Date
GREAT LAKES AND DESIGN	1626697	December 11, 1990
BRANDPAC	1676581	February 25, 1992
ARPAC	1787837	August 17, 1993
EZ-DUZ-IT	1856549	October 04, 1994
INFRA PAK	1881853	March 07, 1995
WRAP-N-WEIGH	1921244	September 19, 1995
TRAY STAR AND DESIGN	2056928	April 29, 1997
SIDEWINDER	2208400	December 08, 1998
FLM-SAVR	2295502	November 30, 1999
ARPAC	3106776	June 20, 2006
PATRIOT	3803909	June 15, 2010
XLR8	3990700	July 05, 2011
HUMAN MACHINE INTELLIGENCE QUOTIENT	4183636	July 31, 2012
ECO TUNNEL	86/537588	February 17, 2015

SECOND LIEN TRADEMARK SECURITY AGREEMENT
(ARPAC)

RECORDED: 01/17/2017

TRADEMARK
REEL: 005967 FRAME: 0740