

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ABL Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Consolidated Container Company LP		05/22/2017	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Collateral Agent		
Street Address:	388 Greenwich Street		
Internal Address:	7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4738880	ALWAYS MADE RIGHT	
Registration Number:	3444190	ECOPRIME	
Registration Number:	3293036	PRISMA	
Registration Number:	3193575	LAMICON	
Registration Number:	3147220	CONSOLIDATED CONTAINER COMPANY	
Registration Number:	1160058	6-PAK	
Registration Number:	1148958	AQUALITE	
Registration Number:	0673697	CCC	
Registration Number:	5161830	DURA-LITE	
Serial Number:	87221095	STUDIO PKG CCC	
Serial Number:	87318902	STUDIO PKG	
Serial Number:	87319544	CCC	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1200		
Email:	angela.amaru@lw.com		
TRADEMARK			

CH \$315.00 4738880

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 885 Third Avenue
Address Line 2: Suite 1000
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 049133-0210

NAME OF SUBMITTER: Angela M. Amaru

SIGNATURE: /S/ Angela M. Amaru

DATE SIGNED: 05/23/2017

Total Attachments: 6

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ABL TRADEMARK SECURITY AGREEMENT

This ABL TRADEMARK SECURITY AGREEMENT is entered into as of May 22, 2017 (this “**Agreement**”), among Consolidated Container Company LP (the “**Grantor**”) and Citibank, N.A. (“**Citi**”), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain ABL Lien Pledge and Security Agreement, dated as of May 22, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The Revolving Lenders (as defined below) have extended credit to Consolidated Container Company LLC, a Delaware limited liability company (the “**Administrative Borrower**”) and the Subsidiary Borrowers (as defined below) subject to the terms and conditions set forth in that certain ABL Credit Agreement, dated as of May 22, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**ABL Credit Agreement**”), by and among, the Administrative Borrower, the Subsidiary Borrowers from time to time party thereto (the “**Subsidiary Borrowers**”), Consolidated Container Intermediary LLC, a Delaware limited liability company (“**Holdings**”), the revolving lenders and issuing banks from time to time party thereto (collectively, the “**Revolving Lenders**”) and Citi, in its capacities as administrative agent and collateral agent for the Revolving Lenders, an issuing bank and swingline lender. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the ABL Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;
- C. the right to sue third parties for past, present and future infringements of any Trademark; and
- D. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (D) above, this Agreement shall not constitute a grant of a security interest in any Excluded Assets, including any “intent-to-use” Trademark applications prior to the filing and acceptance 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 interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

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

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

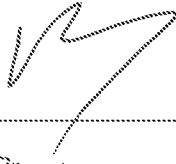
CONSOLIDATED CONTAINER COMPANY LP,
as Grantor

By: 
Name: Louis Lettes
Title: Chief Legal and Compliance Officer

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 006066 FRAME: 0045

CITIBANK, N.A.,
as Collateral Agent



By: _____

Name:
Title: *Brendan Mackay
Vice President and Director*

[Signature Page to ABL Trademark Security Agreement]

SCHEDULE I

TRADEMARKS

Mark	Country	App. No. / Filing Date	Reg. No. / Reg. Date	Owner
ALWAYS MADE RIGHT	U.S.	86/411277 10/1/2014	4738880 5/19/2015	Consolidated Container Company LP
ECOPRIME	U.S.	77/234127 7/19/2007	3444190 6/10/2008	Consolidated Container Company LP
PRISMA	U.S.	77/058,577 12/6/2006	3293036 9/18/2007	Consolidated Container Company LP
LAMICON	U.S.	78/824893 2/28/2006	3193575 1/2/2007	Consolidated Container Company LP
CONSOLIDATED CONTAINER COMPANY	U.S.	76/624406 12/15/2004	3147220 9/26/2006	Consolidated Container Company LP
6-PAK	U.S.	73/230256 9/4/1979	1160058 7/7/1981	Consolidated Container Company LP
AQUALITE	U.S.	73/195775 12/6/1978	1148958 3/24/1981	Consolidated Container Company LP
CCC Design	U.S.	72/047940 3/18/1958	673,697 2/10/1959	Consolidated Container Company LP
DURA-LITE	U.S.	86/661037 6/12/2015	5161830 3/14/2017	Consolidated Container Company LP

Schedule I

#89672886v3

**TRADEMARK
REEL: 006066 FRAME: 0047**

TRADEMARKS APPLICATIONS

Mark	Country	App. No. / Filing Date	Owner
STUDIO PKG & Design	U.S.	87/221,095 10/31/2016	Consolidated Container Company LP
STUDIO PKG	U.S.	87/318,902 1/31/2017	Consolidated Container Company LP
CC	U.S.	87/319,544 1/31/2017	Consolidated Container Company LP

Schedule I

#89672886v3

RECORDED: 05/23/2017

TRADEMARK
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