

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432371

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pregis Sharp Systems, LLC		06/23/2017	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: ENGLAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4405933	SHARP PACKAGING SYSTEMS	
Registration Number:	4361406	MAX	
Serial Number:	77668361	E-Z BAGS	
Registration Number:	3188566	MAX PLUS	
Registration Number:	3059863	CONCIERGE PLATINUM	
Registration Number:	2956700	T7	
Registration Number:	2799948	SX	
Registration Number:	2735946	SHARP PACKAGING SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<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:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	200 Park Avenue, 28th Floor		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	91825.00004		
NAME OF SUBMITTER:	Christine Dionne		

CH \$215.00 4405933

SIGNATURE:	/Christine Dionne/
DATE SIGNED:	06/23/2017
Total Attachments: 5 source=Pregis - Trademark Security Agreement (Executed)#page1.tif source=Pregis - Trademark Security Agreement (Executed)#page2.tif source=Pregis - Trademark Security Agreement (Executed)#page3.tif source=Pregis - Trademark Security Agreement (Executed)#page4.tif source=Pregis - Trademark Security Agreement (Executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT dated as of June 23, 2017 (this "Agreement"), among Pregis Sharp Systems, LLC, a Wisconsin limited liability company, (the "Grantor") and Barclays Bank PLC, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) to the First Lien Credit Agreement dated as of May 20, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Pregis Ultimate Holdings Corporation, a Delaware corporation ("Holdings"), Pregis MergerSub Corporation, a Delaware corporation, Pregis Holding I Corporation, a Delaware corporation (the "Borrower"), the Lenders party thereto and Barclays Bank PLC, as Administrative Agent and Collateral and (b) the First Lien Collateral Agreement dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Bank have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, 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 Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the United States trademarks and trademark applications listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application and shall not be deemed to grant a security interest in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent- to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral 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 Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.





SECTION 4. Termination. Upon Payment in Full, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to

this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

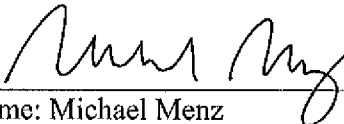
[Remainder of Page Intentionally Left Blank]

TRADEMARK COLLATERAL

Mark	Status	Jurisdiction	Serial No. / Filing Date	Registration No. / Date	Current Owner of Record
SHARP PACKAGING SYSTEMS	Registered	U.S.	85778256 13-NOV-2012	4405933 24-SEP-2013	Pregis Sharp Systems, LLC
MAX	Registered	U.S.	85778261 13-NOV-2012	4361406 02-JUL-2013	Pregis Sharp Systems, LLC
E-Z BAGS	Registered	U.S.	77668361 11-FEB-2009	77668361 15-JUN-2010	Pregis Sharp Systems, LLC
MAX PLUS in stylized Letters 	Registered	U.S.	76649652 02-NOV-2005	3188566 26-DEC-2006	Pregis Sharp Systems, LLC
CONCIERGE PLATINUM	Registered	U.S.	76618107 25-OCT-2004	3059863 21-FEB-2006	Pregis Sharp Systems, LLC
T7 in Stylized Letters 	Registered	U.S.	76575884 09-FEB-2004	2956700 31-MAY-2005	Pregis Sharp Systems, LLC
SX in Stylized Letters 	Registered	U.S.	76462209 28-OCT-2002	2799948 30-DEC-2003	Pregis Sharp Systems, LLC
SHARP PACKAGING SYSTEMS and Design 	Registered	U.S.	76301554 20-AUG-2001	2735946 15-JUL-2003	Pregis Sharp Systems, LLC

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

PREGIS SHARP SYSTEMS, LLC, as Grantor

By: 
Name: Michael Menz
Title: President

BARCLAYS BANK PLC, as Collateral Agent

By: _____
Name:
Title:

TRADEMARK SECURITY AGREEMENT


TRADEMARK
REEL: 006090 FRAME: 0367

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

PREGIS SHARP SYSTEMS, LLC, as Grantor

By: _____
Name: Michael Menz
Title: President

BARCLAYS BANK PLC, as Collateral Agent

By:  _____
Name: **Evan Moriarty**
Title: **Assistant Vice President**

TRADEMARK SECURITY AGREEMENT