

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432829

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dade Paper & Bag, LLC		06/09/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Citizens Asset Finance, Inc.		
Doing Business As:			
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4439448	VICTORIA BAY	
Registration Number:	3409540	VICTORIA BAY	
Registration Number:	3225470	VICTORIA BAY	
Registration Number:	3193667	GREENSAFE	
Registration Number:	3834685	HYPROTECTION ZONE	
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:	212-326-7896		
Email:	akim@jonesday.com, kbaird@jonesday.com		
Correspondent Name:	Austin Kim		
Address Line 1:	250 Vesey Street		
Address Line 4:	New York, NEW YORK 10281		
ATTORNEY DOCKET NUMBER:	741887-600019		
NAME OF SUBMITTER:	Austin Kim		
SIGNATURE:	/Austin Kim/		
DATE SIGNED:	06/27/2017		

CH \$140.00 4439448

Total Attachments: 4

source=NAI_1502772369_1_Jackson - ABL - Trademark Security Agreement - 6-9-2017#page1.tif

source=NAI_1502772369_1_Jackson - ABL - Trademark Security Agreement - 6-9-2017#page2.tif

source=NAI_1502772369_1_Jackson - ABL - Trademark Security Agreement - 6-9-2017#page3.tif

source=NAI_1502772369_1_Jackson - ABL - Trademark Security Agreement - 6-9-2017#page4.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of dated as of June 9, 2017 (this “**Trademark Security Agreement**”), by DADE PAPER & BAG, LLC (the “**Grantor**”) in favor of Citizens Business Capital, a division of Citizens Asset Finance, Inc., in its capacity as agent for the Lenders pursuant to the ABL Credit Agreement (as defined below) (in such capacity, the “**Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to an Amended and Restated Loan and Security Agreement dated as of June 9, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**ABL Credit Agreement**”) in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the ABL Credit Agreement and used herein have the meaning given to them in the ABL Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: Trademarks of the Grantor listed on Schedule I attached hereto, including all goodwill associated with such Trademarks.

SECTION 3. The ABL Credit Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the ABL Credit Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the ABL Credit Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the ABL Credit Agreement, the provisions of the ABL Credit Agreement shall control.

SECTION 4. Termination. Upon the termination of the ABL Credit Agreement in accordance with Section 14.14 thereof, the Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. 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.

SECTION 6. Governing Law. The terms of Sections 15.13 and 15.14 of the ABL Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

DADE PAPER & BAG, LLC,
a Grantor

By: _____


Name: Paul Cervino

Title: Chief Financial Officer

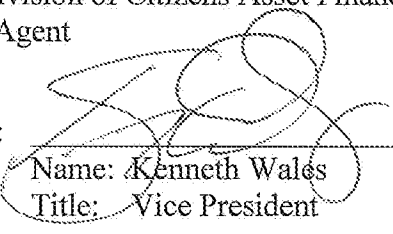
{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 006092 FRAME: 0870

Acknowledged and Agreed:

CITIZENS BUSINESS CAPITAL,
a division of Citizens Asset Finance, Inc.,
as Agent

By:




Name: Kenneth Wales
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006092 FRAME: 0871

**Schedule I
Trademark Registrations and Use Applications**

Registrations:

<u>Trademark</u>	<u>Owner</u>	<u>Registration Date</u>	<u>Status</u>	<u>Registration No.</u>	<u>Owned or Licensed?</u>
VICTORIA BAY	Dade Paper & Bag, LLC	11/26/13	Federal	85-892,828 4,439,448	Owned
VICTORIA BAY	Dade Paper & Bag, LLC	10/7/13	Federal	76-503,661 3,409,540	Owned
VICTORIA BAY	Dade Paper & Bag, LLC	6/3/2007	Federal	76-978,439 3,225,470	Owned
GREENSAFE	Dade Paper & Bag, LLC	3/11/16	Federal	78-826,498 3, 193, 667	Owned
Hyprotection Zone 	Dade Paper & Bag, LLC	3/7/16	Federal	77-912, 518 3, 834, 685	Owned

Applications:

None.