

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433410

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KLÖCKNER PENTAPLAST OF AMERICA, INC.		06/30/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		
Street Address:	11 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	SWISS BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5182351	CLEARFLOAT	
Registration Number:	798682	MIRREX	
Registration Number:	3518186	SMARTCYCLE	
Registration Number:	3529228	SMARTCYCLE MADE FROM BOTTLES	
Registration Number:	5209987	SMART SOLUTION. CLEAR ADVANTAGE.	
Registration Number:	2000265	TRUPRINT	
Registration Number:	2328567	WAYPET	
Registration Number:	1502555	WAYTEK	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	650-838-3743		
Email:	jlik@shearman.com		
Correspondent Name:	DAVID O'STEEN		
Address Line 1:	599 LEXINGTON AVENUE		
Address Line 2:	SHEARMAN & STERLING LLP		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	35610/79		

CH \$215.00 5182351

NAME OF SUBMITTER:	DAVID O'STEEN
SIGNATURE:	/DAVID O'STEEN/
DATE SIGNED:	06/30/2017
Total Attachments: 4 source=0 - Project Kite Trademark Security Agreement#page1.tif source=0 - Project Kite Trademark Security Agreement#page2.tif source=0 - Project Kite Trademark Security Agreement#page3.tif source=0 - Project Kite Trademark Security Agreement#page4.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated June 30, 2017, is made by the Person listed on the signature page hereof (the “Grantor”) in favor of Credit Suisse AG, Cayman Islands Branch (“Credit Suisse”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, KLÖCKNER PENTAPLAST OF AMERICA, INC., a Delaware corporation (the “Borrower”), KLEOPATRA HOLDINGS 2 a corporate partnership limited by shares (société en commandite par actions) organised and established under the laws of the Grand Duchy of Luxembourg, having its registered office at 46A, Avenue J.F. Kennedy, L-1855 Luxembourg and registered with the Luxembourg Register of Commerce and Companies under number B 168.851, **acting by its general partner and sole manager, Kleopatra Holdings GP S.A.**, a Luxembourg public limited liability company (société anonyme) with registered office at 46A, avenue J.F. Kennedy, L-1855 Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 168.839 (“Holdings”), Credit Suisse, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of June 30, 2017 (the “Closing Date”) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks and the Cash Management Banks to enter into Secured Hedge Agreements the agreements in respect of Cash Management Obligations respectively upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into the agreements in respect of Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of the Grantor’s right, title and interest in and to the following (the “Collateral”):

the registered Trademarks (as defined in the Security Agreement) in the United States Patent and Trademark Office set forth in Schedule A hereto (provided, however, that the Collateral shall not include, and no security interest shall be deemed granted in any Excluded Property, including, without limitation, any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto and the acceptance thereof by the United States Patent and Trademark Office, to the extent, if any, that, and solely during the period, if any, in which,

the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable Federal law).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this Trademark Security Agreement secures the payment of all Obligations now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by the Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security 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. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

KLÖCKNER PENTAPLAST OF
AMERICA, INC., as Initial Grantor

By:


Name: Charles J. DeLanoy
Title: Assistant Secretary

Signature Page to
Trademark Security Agreement

TRADEMARK
REEL: 006096 FRAME: 0340

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Klöckner Pentaplast of America, Inc.	CLEARFLOAT	5182351
Klöckner Pentaplast of America, Inc.	Mirrex	0798682
Klöckner Pentaplast of America, Inc.	Smartcycle	3518186
Klöckner Pentaplast of America, Inc.	Smartcycle Made From Bottles (Design)	3529228
Klöckner Pentaplast of America, Inc.	SMART SOLUTION. CLEAR ADVANTAGE.	5209987
Klöckner Pentaplast of America, Inc.	Truprint	2000265
Klöckner Pentaplast of America, Inc.	Waypet	2328567
Klöckner Pentaplast of America, Inc.	Waytek	1502555

[Schedule A to Trademark Security Agreement]