

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM433868

|                                                                |                                                                    |                           |                              |
|----------------------------------------------------------------|--------------------------------------------------------------------|---------------------------|------------------------------|
| <b>SUBMISSION TYPE:</b>                                        | NEW ASSIGNMENT                                                     |                           |                              |
| <b>NATURE OF CONVEYANCE:</b>                                   | ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT                         |                           |                              |
| <b>CONVEYING PARTY DATA</b>                                    |                                                                    |                           |                              |
| <b>Name</b>                                                    | <b>Formerly</b>                                                    | <b>Execution Date</b>     | <b>Entity Type</b>           |
| Deutsche Bank AG New York Branch, as Original Collateral Agent |                                                                    | 07/03/2017                | Banking Corporation: GERMANY |
| <b>RECEIVING PARTY DATA</b>                                    |                                                                    |                           |                              |
| <b>Name:</b>                                                   | Morgan Stanley Senior Funding, Inc., as Successor Collateral Agent |                           |                              |
| <b>Street Address:</b>                                         | 1585 BROADWAY                                                      |                           |                              |
| <b>City:</b>                                                   | NEW YORK                                                           |                           |                              |
| <b>State/Country:</b>                                          | NEW YORK                                                           |                           |                              |
| <b>Postal Code:</b>                                            | 10036                                                              |                           |                              |
| <b>Entity Type:</b>                                            | Corporation: DELAWARE                                              |                           |                              |
| <b>PROPERTY NUMBERS Total: 29</b>                              |                                                                    |                           |                              |
| <b>Property Type</b>                                           | <b>Number</b>                                                      | <b>Word Mark</b>          |                              |
| <b>Serial Number:</b>                                          | 72180697                                                           | ALL-PAK INC.              |                              |
| <b>Serial Number:</b>                                          | 75733224                                                           | ANYTHING IS POSSIBLE      |                              |
| <b>Serial Number:</b>                                          | 74159244                                                           | BERLIN                    |                              |
| <b>Serial Number:</b>                                          | 73709008                                                           | BOTTLE BEAKER             |                              |
| <b>Serial Number:</b>                                          | 75906130                                                           | FREUND CONTAINER          |                              |
| <b>Serial Number:</b>                                          | 78457087                                                           | FREUND CONTAINER          |                              |
| <b>Serial Number:</b>                                          | 77610169                                                           | HYBRID PACKAGING SUPPLIER |                              |
| <b>Serial Number:</b>                                          | 74517247                                                           | KAPTCLEAN                 |                              |
| <b>Serial Number:</b>                                          | 73600040                                                           |                           |                              |
| <b>Serial Number:</b>                                          | 75190224                                                           |                           |                              |
| <b>Serial Number:</b>                                          | 73712650                                                           |                           |                              |
| <b>Serial Number:</b>                                          | 73651752                                                           | PH7                       |                              |
| <b>Serial Number:</b>                                          | 73594614                                                           | QORPAK                    |                              |
| <b>Serial Number:</b>                                          | 73310750                                                           | QORPAK                    |                              |
| <b>Serial Number:</b>                                          | 86089144                                                           | STUDIO 111                |                              |
| <b>Serial Number:</b>                                          | 86089154                                                           | STUDIO 111                |                              |
| <b>Serial Number:</b>                                          | 86089148                                                           | STUDIO ONE ELEVEN         |                              |
| <b>Serial Number:</b>                                          | 73402965                                                           | STURDEESEAL               |                              |

CH \$740.00 72180697

TRADEMARK

| Property Type  | Number   | Word Mark                                |
|----------------|----------|------------------------------------------|
| Serial Number: | 73506462 | STURDEESEAL                              |
| Serial Number: | 85348923 | SUNBURST BOTTLE COMPANY                  |
| Serial Number: | 75833143 | U.S. CONTAINER                           |
| Serial Number: | 74041719 | UNITED STATES CONTAINER CORPORATION      |
| Serial Number: | 76339672 | WHERE PERFORMANCE IS PART OF THE PACKAGE |
| Serial Number: | 75152638 | WORKING GLASS                            |
| Serial Number: | 86123906 | PACKAGE MORE PROFIT                      |
| Serial Number: | 85137730 | CONTINENTAL PACKAGING SOLUTIONS          |
| Serial Number: | 85137765 |                                          |
| Serial Number: | 85137806 |                                          |
| Serial Number: | 75065133 | ONE CALL BRINGS IT ALL!                  |

#### CORRESPONDENCE DATA

Fax Number: 2123548113

*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.*

Phone: 212-819-8437

Email: iprecordations@whitecase.com

Correspondent Name: Andrew Fessak/White & Case LLP

Address Line 1: 1221 Avenue of the Americas

Address Line 2: Patent and Trademark Department

Address Line 4: New York, NEW YORK 10020

|                         |                 |
|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 1130973-0009    |
| NAME OF SUBMITTER:      | Andrew Fessak   |
| SIGNATURE:              | /Andrew Fessak/ |
| DATE SIGNED:            | 07/05/2017      |

#### Total Attachments: 7

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## ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

**THIS ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT** (the "Assignment") is made and entered into as of July 3, 2017, by Deutsche Bank AG New York Branch ("DBNY"), as the original collateral agent (in such capacity, "Assignor"), in favor of Morgan Stanley Senior Funding, Inc. ("Morgan Stanley"), as the successor collateral agent (in such capacity, "Assignee").

### W I T N E S S E T H

WHEREAS, Assignor is party to that certain Security Agreement (First Lien), dated as of October 1, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among OHCP Wolfpack Borrower Sub, LLC (which was merged with and into Berlin Packaging L.L.C.) ("Berlin Packaging L.L.C."), a limited liability corporation, certain subsidiaries of Berlin Packaging L.L.C. including the parties listed in the signature pages hereto (collectively, the "Grantors"), the other grantors party thereto, and Assignor;

WHEREAS, pursuant to (i) the Security Agreement and (ii) all of the Notices of Grant of Security Interest in Trademarks made by the Grantors in favor of Assignor (the "Trademark Security Agreements"), the Grantors have granted to Assignor a continuing security interest in, and lien on, all of its right, title and interest in, to and under the trademark collateral as set forth under the Security Agreement and Trademark Security Agreements, including those trademark registrations and applications set forth on Schedule I (the "Trademark Collateral"); and

WHEREAS, pursuant to that certain Agency Transfer Amendment, dated as of July 3, 2017 (the "Agency Transfer Amendment"), among the Grantors, certain of its affiliates party thereto, DBNY, and Morgan Stanley, DBNY has resigned as administrative and collateral agent under the Credit Agreement (as defined in the Security Agreement) and related loan documents, and Morgan Stanley has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of DBNY as administrative and collateral agent thereunder; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest in, to and under the Security Agreement and the Trademark Security Agreements, including, without limitation, Assignor's security interest in, and lien on, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings specified in the Security Agreement or Trademark Security Agreements.

2. Assignment. Assignor hereby transfers, assigns, grants, and conveys to Assignee for the ratable benefit of the Credit Agreement Secured Parties all of its right, title, and interest in, to and under the Security Agreement and the Trademark Security Agreements, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests, and liens.

3. Acknowledgment of Grantors. The security interest assigned to Assignee as the new collateral agent for the Credit Agreement Secured Parties pursuant to this Assignment, has been granted in conjunction with the security interest granted pursuant to the Security Agreement and Trademark Security Agreements, and the Grantors hereby (i) confirm their grant to Assignee of a security interest in, and lien on, the Trademark Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations and (ii) acknowledge and affirm that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Trademark Collateral are more fully set forth in the Security Agreement and the Trademark Security Agreements, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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

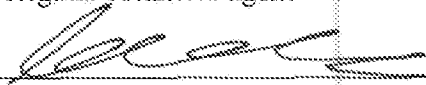
5. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above first written.

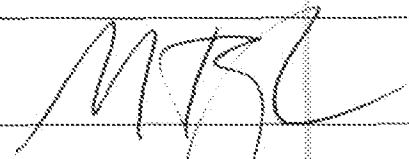
**ASSIGNOR:**

**DEUTSCHE BANK AG NEW YORK BRANCH,**  
as the original collateral agent

By: 

Name: **Anca Trifan**  
**Managing Director**

Title: \_\_\_\_\_

By: 

Name: **Marcus Tarkington**  
**Director**

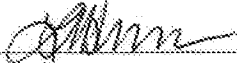
Title: \_\_\_\_\_

[Signature Page to Assignment of Trademark Security Agreement]

ACCEPTED AND AGREED  
as of the date above first written:

ASSIGNEE:

MORGAN STANLEY SENIOR FUNDING, INC.,  
as the successor collateral agent

By: 

Name: Lisa Hansen

Title: VP

[Signature Page to Assignment of Trademark Security Agreement]

**ACCEPTED AND AGREED**

as of the date above first written:

**GRANTORS:**

**BERLIN PACKAGING L.L.C.,  
CONTINENTAL PACKAGING SOLUTIONS, INC.,**

as Grantors

By:  \_\_\_\_\_

Name: Steven Spiegel

Title: Vice President of Finance and Chief Financial Officer

[Signature Page to Assignment of Trademark Security Agreement]

## Schedule I

### Trademarks Owned by Berlin Packaging L.L.C.

#### U.S. Trademark Registrations

| No. | Trademark                                | App. No. | App. Date  | Registration No. | Registration Date |
|-----|------------------------------------------|----------|------------|------------------|-------------------|
| 1.  | ALL-PAK INC.                             | 72180697 | 12/4/1963  | 797361           | 10/5/1965         |
| 2.  | ANYTHING IS POSSIBLE                     | 75733224 | 6/21/1999  | 2889395          | 9/28/2004         |
| 3.  | BERLIN                                   | 74159244 | 4/22/1991  | 1780321          | 7/6/1993          |
| 4.  | BOTTLE BEAKER                            | 73709008 | 2/1/1988   | 1537983          | 5/9/1989          |
| 5.  | FREUND CONTAINER                         | 75906130 | 1/31/2000  | 2497782          | 10/16/2001        |
| 6.  | FREUND CONTAINER                         | 78457087 | 7/27/2004  | 2997873          | 9/20/2005         |
| 7.  | HYBRID PACKAGING SUPPLIER                | 77610169 | 11/7/2008  | 4150434          | 5/29/2012         |
| 8.  | KAPTCLEAN                                | 74517247 | 4/26/1994  | 1895155          | 5/23/1995         |
| 9.  | Design Only                              | 73600040 | 5/21/1986  | 1450827          | 8/4/1987          |
| 10. | Design Only                              | 75190224 | 10/31/1996 | 2161432          | 6/2/1998          |
| 11. | Design Only                              | 73712650 | 2/22/1988  | 1568401          | 11/28/1989        |
| 12. | PH7                                      | 73651752 | 3/27/1987  | 1460099          | 10/6/1987         |
| 13. | QORPAK                                   | 73594614 | 4/21/1986  | 1568001          | 11/28/1989        |
| 14. | QORPAK                                   | 73310750 | 5/18/1981  | 1185843          | 1/12/1982         |
| 15. | STUDIO 111                               | 86089144 | 10/11/2013 | 4543032          | 6/3/2014          |
| 16. | STUDIO 111                               | 86089154 | 10/11/2013 | 4543034          | 6/3/2014          |
| 17. | STUDIO ONE ELEVEN                        | 86089148 | 10/11/2013 | 4543033          | 6/3/2014          |
| 18. | STURDEESEAL                              | 73402965 | 11/17/1982 | 1294346          | 9/11/1984         |
| 19. | STURDEESEAL                              | 73506462 | 10/31/1984 | 1342739          | 6/18/1985         |
| 20. | SUNBURST BOTTLE COMPANY                  | 85348923 | 6/17/2011  | 4101834          | 2/21/2012         |
| 21. | U.S. CONTAINER                           | 75833143 | 10/27/1999 | 2713834          | 5/6/2003          |
| 22. | UNITED STATES CONTAINER CORPORATION      | 74041719 | 3/23/1990  | 1658239          | 9/24/1991         |
| 23. | WHERE PERFORMANCE IS PART OF THE PACKAGE | 76339672 | 11/20/2001 | 2757139          | 8/26/2003         |
| 24. | WORKING GLASS                            | 75152638 | 8/19/1996  | 2089217          | 8/19/1997         |

#### U.S. Trademark Applications

| No. | Trademark           | App. No. | App. Date  | Registration No. | Registration Date |
|-----|---------------------|----------|------------|------------------|-------------------|
| 1.  | PACKAGE MORE PROFIT | 86123906 | 11/20/2013 | N/A              | N/A               |



**Trademarks Owned by Continental Packaging Solutions, Inc.**

U.S. Trademark Registrations

| No. | Trademark                       | App. No. | App. Date | Registration No. | Registration Date |
|-----|---------------------------------|----------|-----------|------------------|-------------------|
| 1.  | CONTINENTAL PACKAGING SOLUTIONS | 85137730 | 9/24/2010 | 4055027          | 11/15/2011        |
| 2.  | Design Only                     | 85137765 | 9/24/2010 | 4055028          | 11/15/2011        |
| 3.  | Design Only                     | 85137806 | 9/24/2010 | 4148573          | 5/29/2012         |
| 4.  | ONE CALL BRINGS IT ALL!         | 75065133 | 2/29/1996 | 2087109          | 8/12/1997         |

U.S. Trademark Applications

None.