

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM437226

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
S. WALTER PACKAGING CORP.		07/31/2017	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	BANK: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2071307	BAGVERTISING	
Registration Number:	4928280	LAB SHIELD	
Registration Number:	3943282	S. WALTER PACKAGING	
Registration Number:	3826986	UF LINE	
Registration Number:	3885193	UNIFLEX	
Registration Number:	2142948	UNIFLEX	
Registration Number:	4969231	UNIFLEX PACKAGING SOLUTIONS THAT PERFORM	
Registration Number:	4010059	UNIFLEX SOLUTIONS THAT PERFORM	
Registration Number:	1973320	UNIVALT	
Registration Number:	2027460	UNIVALT	
CORRESPONDENCE DATA			
Fax Number:	8668949746		
<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:	2128082700		
Email:	rizzosd@pepperlaw.com		
Correspondent Name:	Pepper Hamilton LLP		
Address Line 1:	620 EIGHTH AVENUE		
Address Line 2:	37th Floor		

OP \$265.00 2071307

Address Line 4: New York, NEW YORK 10018	
ATTORNEY DOCKET NUMBER:	107463.59
NAME OF SUBMITTER:	Samantha Rizzo
SIGNATURE:	/Samantha Rizzo/
DATE SIGNED:	07/31/2017
Total Attachments: 7 source=IP Security Agreement#page1.tif source=IP Security Agreement#page2.tif source=IP Security Agreement#page3.tif source=IP Security Agreement#page4.tif source=IP Security Agreement#page5.tif source=IP Security Agreement#page6.tif source=IP Security Agreement#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of July 31, 2017 by and among (i) **WILMINGTON SAVINGS FUND SOCIETY, FSB**, as bank (“**Bank**”) and (ii) **S. WALTER PACKAGING CORP.**, a Pennsylvania corporation, as grantor (the “**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the “**Loans**”) to Grantor in the amounts and manner set forth in that certain Credit and Security Agreement, dated as of the date hereof (as the same may be further amended, modified or supplemented from time to time, the “**Credit Agreement**”; capitalized terms used herein are used as defined in the Credit Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees, under seal, as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

6. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

7. All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

8. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

9. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Credit Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

THE LAWS OF THE STATE OF DELAWARE SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, INCLUDING ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT.

[Signature page follows.]

IN WITNESS WHEREOF, the parties, by their duly authorized officers, have signed, sealed and delivered this Intellectual Property Security Agreement as of the first date written above.

GRANTOR:

Address of Grantor:

S. Walter Packaging Corp.
2900 Grant Avenue
Philadelphia, PA 19114
Attn: Kurt Koloseike
Fax: (215) 501-5501
Email: kurtk@swalter.com

S. WALTER PACKAGING CORP.

By:  (SEAL)
Name: Kurt Koloseike
Title: President and Chief Executive Officer

BANK:

Address of Bank:

**WILMINGTON SAVINGS FUND
SOCIETY, FSB**

Wilmington Savings Fund Society, FSB
500 Delaware Avenue
Wilmington, DE 19801
Attn: James A. Gise
Fax: 302.571.6835
Email: jgise@wsfsbank.com

By: _____ (SEAL)
James A. Gise
Senior Vice President

IN WITNESS WHEREOF, the parties, by their duly authorized officers, have signed, sealed and delivered this Intellectual Property Security Agreement as of the first date written above.

GRANTOR:

Address of Grantor:

S. Walter Packaging Corp.
2900 Grant Avenue
Philadelphia, PA 19114
Attn: Kurt Koloseike
Fax: (215) 501-5501
Email: kurtk@swalter.com

S. WALTER PACKAGING CORP.

By: _____ (SEAL)
Name: Kurt Koloseike
Title: President and Chief Executive Officer

BANK:

Address of Bank:

WILMINGTON SAVINGS FUND
SOCIETY, FSB

Wilmington Savings Fund Society, FSB
500 Delaware Avenue
Wilmington, DE 19801
Attn: James A. Gise
Fax: 302.571.6835
Email: jgise@wsfsbank.com

By: James A. Gise (SEAL)
James A. Gise
Senior Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

PATENT	COUNTRY	APPLICATION NO.	REGISTRATION NO.	OWNER
Tamper-Resistant Envelope	US	08/773,166	5,788,377 *	S. Walter Packaging Corp.

* Expired.

EXHIBIT C

Trademarks

<u>Trademark</u>	<u>Appl. No. / Reg. No.</u>	<u>Filing Date/ Reg. Date</u>	<u>Owner</u>
BAGVERTISING	2071307	6/17/1997	S. Walter Packaging Corp.
LAB SHIELD and Design	4928280	3/29/2016	S. Walter Packaging Corp.
S. WALTER PACKAGING	3943282	4/12/2011	S. Walter Packaging Corp.
UF LINE	3826986	8/3/2010	S. Walter Packaging Corp.
UNIFLEX	3885193	12/7/2010	S. Walter Packaging Corp.
UNIFLEX and Design	2142948	3/10/1998	S. Walter Packaging Corp.
UNIFLEX PACKGING SOLUTIONS THAT PERFORM and Design	4969231	5/31/2016	S. Walter Packaging Corp.
UNIFLEX SOLUTIONS THAT PERFORM and Design	4010059	8/9/2011	S. Walter Packaging Corp.
UNIVAULT	1973320	5/7/1996	S. Walter Packaging Corp.
UNIVAULT and Design	2027460	12/31/1996	S. Walter Packaging Corp.