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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

12/11/2017
900431603

ETAS ID: TM453972

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IntraPac International Corporation		12/04/2017	Corporation: NORTH CAROLINA DELAWARE

RECEIVING PARTY DATA

Name:	Canadian Imperial Bank of Commerce
Street Address:	595 Bay Street
Internal Address:	CPS-5th Floor West
City:	Toronto
State/Country:	CANADA
Entity Type:	Corporation: CANADA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3490422	INTRAPAC
Registration Number:	4657640	INTRAPAC
Registration Number:	3493979	INTRAPAC

CORRESPONDENCE DATA

Fax Number: 4168657380
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: 4168657697
 Email: jkkim@torys.com
 Correspondent Name: Torys LLP
 Address Line 1: 79 Wellington St. W.
 Address Line 2: 30th floor, PO Box 270
 Address Line 4: Toronto, CANADA M5K1N2

NAME OF SUBMITTER:	Julie Kim
SIGNATURE:	/Julie Kim/
DATE SIGNED:	12/11/2017

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "IP Security Agreement") dated December 4, 2017, is made by IntraPac International Corporation, a Delaware corporation (together with its successors, by amalgamation or otherwise, and permitted assigns, being hereinafter referred to collectively as the "Grantor"), in favor of Canadian Imperial Bank of Commerce ("CIBC"), as administrative agent hereunder for the Secured Creditors (as defined in the Security Agreement referred to below) (CIBC acting as such administrative agent and any successor or successors to CIBC acting in such capacity being hereinafter referred to as the "Agent").

WHEREAS, the Grantor has entered into a Security Agreement dated as of December 4, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), with the Agent. Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

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

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 Agent for the benefit of the Agent and the Secured Creditors a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral"):

- (a) the United States patents and patent applications set forth in Schedule A hereto (the "Patents");
- (b) the United States trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "Trademarks or Service Marks");
- (c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");
- (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

- (e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Secured Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations of the Grantor.

SECTION 3. Grants, Rights and Remedies. This IP 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 Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

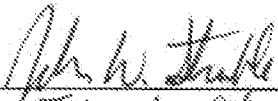
SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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

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

IntraPac International Corporation, as Grantor

By: 
Name: John W. Struble
Title: CEO

ACCEPTED and ACKNOWLEDGED by:

CANADIAN IMPERIAL BANK OF COMMERCE,
as Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 006227 FRAME: 0137

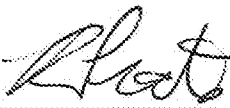
IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

IntraPac International Corporation, as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED and ACKNOWLEDGED by:

CANADIAN IMPERIAL BANK OF COMMERCE,
as Agent

By:  _____ **Ravi Patel**
Name: _____ **Authorized Signatory**
Title: _____

By:  _____ **Jomo Russell**
Name: _____ **AUTHORIZED SIGNATORY**
Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 006227 FRAME: 0138

Schedule A
to
Intellectual Property Security Agreement

PATENTS

I. PATENT REGISTRATIONS

Credit Party	Country	Title	Filing Date	App. No.	Patent No.	Issue Date
IntraPac International Corporation	Canada	METHOD OF TESTING A SEAL	11/10/2006	2,567,577	2,567,577	3/29/2011
IntraPac International Corporation	Mexico	METHOD OF TESTING A SEAL	12/20/2006	MXPA06015137	278564	8/31/2010
IntraPac International Corporation	United States	METHOD OF TESTING A SEAL	12/29/2005	11/323,518	7,748,098	7/6/2010
IntraPac International Corporation	United States	BOTTLE DESIGN	1/26/2017	29/592,122	N/A	N/A
IntraPac International Corporation	United States	BOTTLE DESIGN	1/26/2017	29/592,119	N/A	N/A
IntraPac International Corporation	United States	BOTTLE DESIGN	1/26/2017	29/592,120	N/A	N/A
IntraPac International Corporation	United States	BOTTLE DESIGN	1/26/2017	29/592,121	N/A	N/A

II. PATENT APPLICATIONS

None.

Schedule B
to
Intellectual Property Security Agreement

TRADEMARKS

I. TRADEMARK REGISTRATIONS

Credit Party	Country	Trademark	App. No.	Filing Date	Reg. No.	Reg. Date
IntraPac International Corporation	Canada	INTRAPAC & Design	1287320	25-Jan-2006	TMA683749	15-Mar-2007
IntraPac International Corporation	Canada	INTRAPAC & Design	1,684,105	7-Jul-2014	TMA912470	26-Aug-2015
IntraPac International Corporation	Canada	INTRAPAC	1287326	25-Jan-2006	TMA678282	7-Dec-2006
Envases Comerciales (ENVASA), S.A.	Costa Rica	ENVASA Design*	20105671	22-Jun-2010	208250	28-Mar-2011
IntraPac International Corporation	Costa Rica	INTRAPAC & Design	20061624	22-Feb-2006	162,475	26-Sep-2006
IntraPac International Corporation	Costa Rica	INTRAPAC & Design	20145750	8-Jul-2014	246525	24-Sep-2015
IntraPac International Corporation	US	INTRAPAC & Design	78804350	1-Feb-2006	3,490,422	19-Aug-2008
IntraPac International Corporation	US	INTRAPAC & Design	86161806	9-Jan-2014	4,657,640	16-Dec-2014
IntraPac International Corporation	US	INTRAPAC	78803921	31-Jan-2006	3,493,979	26-Aug-2008

II. TRADEMARK APPLICATIONS

None.

Schedule C
to
Intellectual Property Security Agreement

COPYRIGHTS

I. COPYRIGHT REGISTRATIONS

None.

II. COPYRIGHT APPLICATIONS

None.

III. COPYRIGHT LICENSES

None.