

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM473666

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CONTINENTAL PACKAGING SOLUTIONS, INC.		05/07/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WILMINGTON TRUST, NATIONAL ASSOCIATION		
<b>Street Address:</b>	50 SOUTH SIXTH STREET		
<b>Internal Address:</b>	SUITE 1290		
<b>City:</b>	MINNEAPOLIS		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4055027	CONTINENTAL PACKAGING SOLUTIONS	
<b>Registration Number:</b>	4055028		
<b>Registration Number:</b>	4148573		
<b>Registration Number:</b>	2087109	ONE CALL BRINGS IT ALL!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572193		
<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>			
<b>Phone:</b>	3105572900		
<b>Email:</b>	klathrop@proskauer.com		
<b>Correspondent Name:</b>	PROSKAUER ROSE LLP		
<b>Address Line 1:</b>	2049 CENTURY PARK EAST, SUITE 3200, C/O		
<b>Address Line 2:</b>	C/O KIMBERLEY A. LATHROP		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	78318.001 Continental		
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop		
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/		
<b>DATE SIGNED:</b>	05/11/2018		

CH \$115.00 4055027

**Total Attachments: 6**

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Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to Collateral Agent for the benefit of the Secured Parties pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted to (a) Morgan Stanley Senior Funding, Inc., as collateral agent (and its permitted successors) pursuant to the Security Agreement (First Lien) dated as of May 7, 2018 (as amended, restated, supplemented or otherwise modified from time to time), by and among Berlin Packaging L.L.C., and Morgan Stanley Senior Funding, Inc., as collateral agent and the other parties from time to time party thereto or (b) any agent or trustee for any Other First-Priority Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement referred to below) and (ii) the exercise of any right or remedy by the Collateral Agent hereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Common Collateral is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement dated as of May 7, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien/Second Lien Intercreditor Agreement”), by and among Morgan Stanley Senior Funding, Inc., in its capacity as the Initial First-Priority Collateral Agent and First-Priority Collateral Agent, Wilmington Trust, National Association in its capacity as the Initial Second-Priority Collateral Agent and Second-Priority Collateral Agent, and Berlin Packaging L.L.C., and the other parties from time to time party thereto. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern.

**Notice of Grant of Security Interest in Trademarks**

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of May 7, 2018 (this “Agreement”), made by CONTINENTAL PACKAGING SOLUTIONS, INC., a Delaware corporation (the “Pledgor”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent (as defined below).

Reference is made to the Security Agreement (Second Lien), dated as of May 7, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Berlin Packaging L.L.C., a Delaware limited liability company (the “Borrower”), each subsidiary of the Borrower from time to time party thereto, Berlin Packaging Holdings, L.L.C., a Delaware limited liability company, and Wilmington Trust, National Association, as collateral agent for the Secured Parties referred to therein (together with its successors and assigns in such capacity, the “Collateral Agent”). The parties hereto agree as follows:

SECTION 1. ***Terms.*** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. ***Grant of Security Interest.*** As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following

assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the “Trademark Collateral”): all U.S. registered and applied for Trademarks, including those listed on Schedule I; provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any intent-to-use (or similar) Trademark application prior to the filing and acceptance of a “Statement of Use”, “Amendment to Allege Use” or similar filing with respect thereto, only to the extent, if any, that, and solely during the period in which, if any, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark application under applicable law.

**SECTION 3. Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

**SECTION 4. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

**SECTION 5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

**SECTION 6. Termination.** This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Pledgor’s Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Pledgor’s Secured Obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Pledgor as the Pledgor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), the

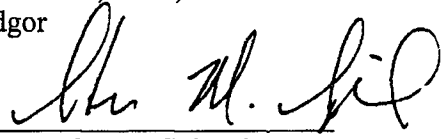
Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**CONTINENTAL PACKAGING  
SOLUTIONS, INC.,**  
as Pledgor

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

  
Name: Steven Spiegel

Title: Vice President of Finance and  
Chief Financial Officer

*[Signature Page to Notice of Grant of Security Interest in Trademarks – Continental Packaging Solutions, Inc –  
Second Lien]*

**TRADEMARK  
REEL: 006367 FRAME: 0176**

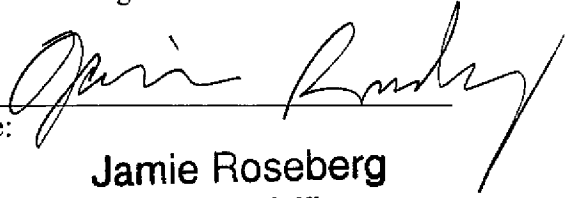
ACCEPTED AND AGREED:

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION,**  
as Collateral Agent

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

Name: \_\_\_\_\_

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



**Jamie Roseberg  
Banking Officer**

Schedule I  
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Continental Packaging Solutions, Inc.

*U.S. Trademark Registrations*

Trademark	Country	Status	International Class	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
CONTINENTAL PACKAGING SOLUTIONS	U.S.	Registered	35, 42	85137730	9/24/2010	4055027	11/15/2011	CONTINENTAL PACKAGING SOLUTIONS, INC.
Design Only	U.S.	Registered	35, 42	85137765	9/24/2010	4055028	11/15/2011	CONTINENTAL PACKAGING SOLUTIONS, INC.
Design Only	U.S.	Registered	20	85137806	9/24/2010	4148573	5/29/2012	CONTINENTAL PACKAGING SOLUTIONS, INC.
ONE CALL BRINGS IT ALL!	U.S.	Registered	42	75/065,133	2/29/1996	2,087,109	12/8/1997	CONTINENTAL PACKAGING SOLUTIONS, INC.