

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505617

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTRAPAC INTERNATIONAL LLC		01/11/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
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:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Al Lucia		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	11668-358		
NAME OF SUBMITTER:	Al Lucia		
SIGNATURE:	/Al Lucia/		
DATE SIGNED:	01/11/2019		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of January 11, 2019 between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **ARES CAPITAL CORPORATION**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Guaranty and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Guaranty and Security Agreement, dated as of January 11, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), by and among the Grantors, the Guarantors, the other grantors party thereto, the Administrative Agent and the Collateral Agent; and

WHEREAS, under the terms of the Guaranty and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Guaranty and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) All United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing (excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto 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) including, but not limited to (i) the registrations and applications referred to in Schedule 1 hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guaranty and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guaranty and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guaranty and Security Agreement or the Credit Agreement, the provisions of the Guaranty and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

INTRAPAC INTERNATIONAL LLC,
as a Grantor

By: Raymond S. Gupinski
Name: Raymond S. Gupinski
Title: President and Chief Executive
Officer

[Signature Page to U.S. Intellectual Property Security Agreement - Trademarks]

TRADEMARK
REEL: 006523 FRAME: 0018

ARES CAPITAL CORPORATION, as Collateral Agent

By: _____



Name:

MARK AFFOLTER

Title:

AUTHORIZED SIGNATORY

[Signature Page to U.S. Intellectual Property Security Agreement – Trademarks]

TRADEMARK
REEL: 006523 FRAME: 0019

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>App Number</u>	<u>Filing Date</u>	<u>Reg Number</u>	<u>Reg Date</u>
IntraPac International LLC	US	INTRAPAC & Design	Not renewed	78804350	1-Feb-2006	3,490,422	19-Aug-2008
IntraPac International LLC	US	INTRAPAC & Design	Section 8/15 affidavit due 12/16/2020	86161806	9-Jan-2014	4,657,640	16-Dec-2014
IntraPac International LLC	US	INTRAPAC	Due for renewal 8/26/2028	78803921	31-Jan-2006	3,493,979	26-Aug-2008