

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501029

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COLBERT PACKAGING CORPORATION		12/06/2018	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION		
Street Address:	190 South LaSalle Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4115197	ALERTPAK	
Registration Number:	2807353	BLISTERGUARD	
Serial Number:	88161594	CLEAN CARTON	
Registration Number:	2811530	CLICK-A-DOSE	
Serial Number:	87609899	COMPLYPAK	
Registration Number:	3838219	ENVIROGUARD	
Registration Number:	3971581	MEDLOCK	
Serial Number:	88161576	ONE CLEAN CARTON	
Registration Number:	2929295	PHARMA DIAL	
Registration Number:	3758319	PHARMAGUARD	
Registration Number:	2836955	ZIP-SERT	
CORRESPONDENCE DATA			
Fax Number:	3122076400		
<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:	312-207-1000		
Email:	ipdocket-chi@reedsmith.com		
Correspondent Name:	Joel Schaider		
Address Line 1:	10 South Wacker Drive		

OP \$290.00 4115197

Address Line 2: Reed Smith, LLP
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER: Joel Schaider

SIGNATURE: /Joel Schaider/

DATE SIGNED: 12/06/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of December 6, 2018, is made by and between **COLBERT PACKAGING CORPORATION**, an Illinois corporation ("Grantor") in favor of **U.S. BANK NATIONAL ASSOCIATION** (the "Lender").

WHEREAS, Grantor, other borrower parties thereto and the Lender have entered into a Credit Agreement, dated as of the date hereof (as amended, modified or supplemented from time to time, the "Credit Agreement"), pursuant to which Lender has agreed, subject to the satisfaction of certain conditions precedent, to make loans and other financial accommodations available to the Grantor.

WHEREAS, as a condition precedent to the making of the loans by the Lender under the Credit Agreement, Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

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

1. Grant of Security. Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "Trademark Collateral"):

(a) all trademarks and trademark applications, including, the trademark registrations set forth on Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein.

The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the Credit Agreement, and related security agreement, and nothing in this Trademark Credit Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security 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 to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

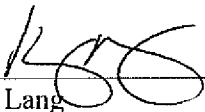
5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed as of the date first above written.

COLBERT PACKAGING CORPORATION, an
Illinois corporation

By: 
Name: Kraig Lang
Title: Secretary


AGREED TO AND ACCEPTED:

U.S. BANK NATIONAL ASSOCIATION

By: 
Name: Stephen V. Mares
Title: Vice President

SCHEDULE 1
TRADEMARKS

Mark	Jurisdiction	Reg. No./ App. No.	Owner
ALERTPAK	US	RN: 4115197 SN: 77494280	Colbert Packaging Corporation
BLISTERGUARD	US	RN: 2807353 SN: 76455695	Colbert Packaging Corporation
CLEAN CARTON	US	SN: 88161594	Colbert Packaging Corporation
CLICK-A-DOSE	US	RN: 2811530 SN: 76451815	Colbert Packaging Corporation
COMPLYPAK	US	SN: 87609899	Colbert Packaging Corporation
ENVIROGUARD	US	RN: 3838219 SN: 77081916	Colbert Packaging Corporation
MEDLOCK	US	RN: 3971581 SN: 77960062	Colbert Packaging Corporation

Mark	Jurisdiction	Reg. No./ App. No.	Owner
ONE CLEAN CARTON and Design 	US	SN: 88161576	Colbert Packaging Corporation
PHARMA DIAL	US	RN: 2929295 SN: 76450655	Colbert Packaging Corporation
PHARMAGUARD	US	RN: 3758319 SN: 77458192	Colbert Packaging Corporation
ZIP-SERT	US	RN: 2836955 SN: 76368220	Colbert Packaging Corporation