

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513122

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY AGREEMENT SUPPLEMENT FOR TRADEMARKS (SECOND LIEN)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Twisted Paper Products, Inc.		02/22/2019	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP, AS COLLATERAL AGENT		
Street Address:	500 WEST MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88224930	TWISTED PAPER PRODUCTS, INC.	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 TOWN CENTER DRIVE, SUITE 2000		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	057121-0198		
NAME OF SUBMITTER:	Natalie Richards		
SIGNATURE:	/Natalie Richards/		
DATE SIGNED:	03/06/2019		
Total Attachments: 5			
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**SECURITY AGREEMENT SUPPLEMENT
FOR TRADEMARKS**

SUPPLEMENT NO. 1 (this "**Supplement**") dated as of February 22, 2019, to the Trademark Security Agreement dated as of November 18, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**") among the Grantors as defined therein and Antares Capital LP, as administrative agent and collateral agent (the "**Collateral Agent**") for the Secured Parties.

A. Reference is made to that certain Second Lien Security Agreement, dated as of November 18, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent (on behalf of the Secured Parties) in the Trademark Collateral (as defined therein) pursuant to the Trademark Security Agreement and are required to execute and deliver this Supplemental Security Agreement. The undersigned Persons (the "**Undersigned Grantors**") are executing this Supplement in accordance with the requirements of the Security Agreement.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and Trademark Security Agreement.

Accordingly, the Collateral Agent and the Undersigned Grantors agree as follows:

SECTION 1. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the Undersigned Grantors, and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic communication (including ".pdf" or ".tif" files) shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 2. The Undersigned Grantors hereby grant to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to each such Undersigned Grantors' rights in the Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule I hereto.

SECTION 3. This Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Undersigned Grantors do hereby acknowledge and confirm that the grant of the security interest hereunder to, and 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 incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. The Undersigned Grantors each authorize and request that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Supplement.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION..

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 6.01 of the Security Agreement.

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IN WITNESS WHEREOF, the Undersigned Grantors and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

COATING EXCELLENCE INTERNATIONAL, LLC, as Grantor

AMPAC HOLDINGS, LLC, as Grantor

AMPAC FLEXICON, LLC, as Grantor

AMPAC MOBILE HOLDINGS, LLC, as Grantor

AMPAC FLEXIBLES, LLC, as Grantor

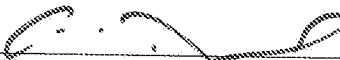
AMPAC PLASTICS, LLC, as Grantor

TWISTED PAPER PRODUCTS, INC. as Grantor

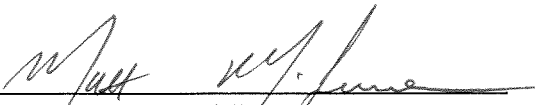
By: _____

Name:

Title:


Eric Bahofman
Cfo

ANTARES CAPITAL LP,
as Collateral Agent

By: 
Name: Matt McLure
Title: Duly Authorized Signatory

SCHEDULE I
TO SUPPLEMENT NO. 1 TO THE
SECURITY AGREEMENT

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Applica- tion No.
Twisted Paper Products, Inc.	TWISTED PAPER PRODUCTS, INC.	88224930