

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519511

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APTARA, INC.		04/17/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3409926	APTARA	
Registration Number:	3838232	POWERXEDITOR	
Registration Number:	3883212	POWERLEARN	
Serial Number:	77780634	PXE	
Serial Number:	85268410	PXE4	
Serial Number:	88359556	APTARA ENRICH	
Serial Number:	88359614	SCIPRIS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	1-212-318-6565		
Email:	emilycollins@paulhastings.com		
Correspondent Name:	Emily Collins		
Address Line 1:	200 Park Ave		
Address Line 2:	c/o Paul Hastings LLP		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Emily Collins		
SIGNATURE:	/s/ Emily Collins		
DATE SIGNED:	04/17/2019		

CH \$190.00 3409926

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of April 17, 2019, is made by APTARA, INC., a Delaware corporation (the "Pledgor"), in favor of Wilmington Trust, National Association, in its capacity as collateral agent pursuant to the Credit Agreement dated as of the date hereof (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date with the Credit Agreement (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor (collectively, the "Trademark Collateral"):

- (a) Trademarks of such Pledgor listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including, without limitation, Section 10.7 (Governing Law, Consent to Jurisdiction and Service of Process; Waiver of Jury Trial)) are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

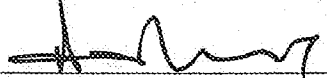
SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations, upon written request of a Borrower and at the sole expense of the Borrowers, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an

instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

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IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

APTARA, INC., as Pledgor

By: 

Name: ASHISH MADAN

Title: DIRECTOR


{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 006621 FRAME: 0670

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By:


Name: Jeffrey Rose
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
Aptara, Inc.	3409926	APTARA
Aptara, Inc.	3838232	POWERXEDITOR
Aptara, Inc.	3883212	POWERLEARN
Aptara, Inc.	77780634	PXE
Aptara, Inc.	85268410	PXE4

Trademark Applications:

OWNER	APPLICATION NUMBER	TITLE
Aptara, Inc.	88359556	APTARA ENRICH
Aptara, Inc.	88359614	SCIPRIS