

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527341

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN GRANT OF SECURITY INTEREST IN TRADEMARK

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DADE PAPER & BAG, LLC		06/11/2019	Limited Liability Company: FLORIDA
IMPERIAL BAG & PAPER CO. LLC		06/11/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as the Collateral Agent
Street Address:	Eleven Madison Park
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2110819	SOMERSET
Registration Number:	3409540	VICTORIA BAY
Registration Number:	3225470	VICTORIA BAY
Registration Number:	3834685	HYPROTECTION ZONE
Registration Number:	3193667	GREENSAFE
Registration Number:	4439448	VICTORIA BAY
Registration Number:	3689041	GATOR-TUFF
Registration Number:	3689150	PRO-TUFF
Registration Number:	3733608	SOFTOUCH
Registration Number:	3746201	LOGICHEM
Registration Number:	3975809	CAST-AWAY
Registration Number:	5493842	IMPERIALDADE
Registration Number:	2988634	BEYOND SUPPLIES...SOLUTIONS

CORRESPONDENCE DATA

Fax Number:

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.

TRADEMARK

Phone: 800-494-5225
Email: ipteam@coagencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Ste 1130
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1094154 1L

NAME OF SUBMITTER: Brandon Okun

SIGNATURE: /Brandon Okun/

DATE SIGNED: 06/11/2019

Total Attachments: 5

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FIRST LIEN GRANT OF
SECURITY INTEREST IN TRADEMARK

This FIRST LIEN GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of June 11, 2019 (this "Agreement"), is made by DADE PAPER & BAG, LLC, a Florida limited liability company, and IMPERIAL BAG & PAPER CO. LLC, a Delaware limited liability company (collectively, the "Grantors" and each, a "Grantor"), in favor of Credit Suisse AG, Cayman Islands Branch, as the Collateral Agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of June 11, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among BCPE EMPIRE INTERMEDIATE, INC., a Delaware corporation ("Holdings"), BCPE EMPIRE HOLDINGS, INC., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto, Credit Suisse AG, Cayman Islands Branch, as the Administrative Agent and the Collateral Agent, and the other parties from time to time party thereto, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower and any Subsidiaries of the Borrower that are or become a party thereto as Grantors, have executed and delivered the First Lien Security Agreement, dated as of June 11, 2019 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement"), or a supplement thereto;

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans to the Borrower, and to induce one or more Cash Management Banks, Bank Product Providers or Hedge Banks to enter into Secured Cash Management Agreements, Secured Bank Product Agreements or Secured Hedge Agreements, respectively, with Holdings, the Borrower and/or the Restricted Subsidiaries, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein, or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement, or if not defined therein, in the Credit Agreement.
2. Grant of Security Interest. Subject to the terms of the Security Agreement, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of its right, title and interest in, to and under the following property owned by such Grantor or in which such Grantor has any right title or interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and

performance when due (whether at the stated maturity, by acceleration or otherwise)of the Obligations, but excluding the Excluded Property.

(i) the Trademarks listed on Schedule A hereto, and all extensions or renewals thereof, (ii) all goodwill associated therewith or symbolized thereby, (iii) all rights, priorities and privileges related thereto, and (iv) all rights to sue at law or in equity for any infringement, dilution or other violation or impairment thereof, including the right to receive all Proceeds therefrom.

3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.4 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the Security Interest in the Trademark Collateral of such Grantor under this First Lien Grant of Security Interest in Trademarks.

5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the day and year first above written.

DADE PAPER & BAG, LLC
IMPERIAL BAG & PAPER CO, LLC,
each as a Grantor

By: 
Name: Robert T. Hils
Title: Chief Executive Officer

[Signature page to First Lien Grant of Security Interest in Trademark]

TRADEMARK
REEL: 006667 FRAME: 0201

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as the Collateral Agent

By: 

Name: Vipul Dhadha

Title: Authorized Signatory

By: 

Name: Emerson Almeida

Title: Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Application Number	Application Date	Registration Number	Registration Date	Owner
SOMERSET	75210534	11/27/1996	2110819	11/04/1997	Dade Paper & Bag, LLC
VICTORIA BAY	76503661	04/03/2003	3409540	04/08/2008	Dade Paper & Bag, LLC
VICTORIA BAY	76978439	04/03/2003	3225470	04/03/2007	Dade Paper & Bag, LLC
HYPROTECTION ZONE	77912518	01/15/2010	3834685	08/17/2010	Dade Paper & Bag, LLC
GREENSAFE	78826498	03/01/2006	3193667	01/02/2007	Dade Paper & Bag, LLC
VICTORIA BAY	85892828	04/02/2013	4439448	11/26/2013	Dade Paper & Bag, LLC
GATOR-TUFF	77689542	03/12/2009	3689041	09/29/2009	Imperial Bag & Paper Co. LLC
PRO-TUFF	77690340	03/13/2009	3689150	09/29/2009	Imperial Bag & Paper Co. LLC
SOFTOUCH	77692014	03/16/2009	3733608	01/05/2010	Imperial Bag & Paper Co. LLC
LOGICHEM	77719630	04/22/2009	3746201	02/09/2010	Imperial Bag & Paper Co. LLC
CAST-AWAY	85027079	04/30/2010	3975809	06/07/2011	Imperial Bag & Paper Co. LLC
IMPERIALDADE	87565611	08/11/2017	5493842	06/12/2018	Imperial Bag & Paper Co. LLC
BEYOND SUPPLIES...SOLUTIONS	76584766	04/05/2004	2988634	08/30/2005	Imperial Bag & Paper Co. LLC