

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534763

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		First Lien Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pregis Sharp Systems, LLC		08/01/2019	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	Eleven Madison Avenue, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4405933	SHARP PACKAGING SYSTEMS	
Registration Number:	4361406	MAX	
Registration Number:	3801800	E-Z BAGS	
Registration Number:	3188566	MAX PLUS	
Registration Number:	3059863	CONCIERGE PLATINUM	
Registration Number:	2956700	T7	
Registration Number:	2799948	SX	
Registration Number:	2735946	SHARP PACKAGING SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		

OP \$215.00 4405933

SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	08/01/2019
Total Attachments: 6 source=06b - Project Prism - Trademark Security Agreement (First Lien) - Pregis Sharp Systems, LLC#page1.tif source=06b - Project Prism - Trademark Security Agreement (First Lien) - Pregis Sharp Systems, LLC#page2.tif source=06b - Project Prism - Trademark Security Agreement (First Lien) - Pregis Sharp Systems, LLC#page3.tif source=06b - Project Prism - Trademark Security Agreement (First Lien) - Pregis Sharp Systems, LLC#page4.tif source=06b - Project Prism - Trademark Security Agreement (First Lien) - Pregis Sharp Systems, LLC#page5.tif source=06b - Project Prism - Trademark Security Agreement (First Lien) - Pregis Sharp Systems, LLC#page6.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Pregis Sharp Systems, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC
- Association
- Limited Partnership

Citizenship (see guidelines) USA-WI

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 1, 2019

- Assignment
- Security Agreement
- Other First Lien Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Credit Suisse AG, Cayman Islands Branch

Street Address: Eleven Madison Avenue, 6th Floor

City: New York

State: NY

Country: USA Zip: 10010

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship Switzerland

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See Schedule I

B. Trademark Registration No.(s) _____

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

August 1, 2019

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 1, 2019 (this “Agreement”), among PREGIS SHARP SYSTEMS, LLC (the “Grantor”) and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as first lien collateral agent (in such capacity, the “First Lien Collateral Agent”).

Reference is hereby made to that certain First Lien Credit Agreement, dated as of August 1, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), among PELICAN HOLDCO LLC, a Delaware limited liability company (“Holdings”), PELICAN MERGER SUB INC., a Delaware corporation (the “Borrower”), which on the Effective Date merged with and into PREGIS TOPCO CORPORATION, a Delaware corporation, with Pregis TopCo Corporation surviving the merger and continuing as the Borrower, the Lenders party thereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as First Lien Administrative Agent and First Lien Collateral Agent, and that certain First Lien Collateral Agreement, dated as of August 1, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien Collateral Agreement”), among Holdings, the Borrower, the Grantors from time to time party thereto and the First Lien Collateral Agent (together with its successors and assigns). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement, and the obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of the First Lien Collateral Agreement, pursuant to which the Grantor is required to execute and deliver this Agreement evidencing the Security Interest (as defined below) granted in, to and under the Trademark Collateral (as defined below). The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the First Lien Credit Agreement and the First Lien Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the First Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the First Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the First Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. First Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the First Lien Collateral Agreement, the terms and provisions of which

are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement 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. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

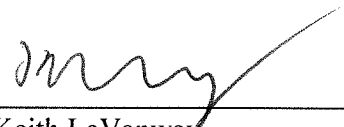
SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Pregis Sharp Systems, LLC, as Grantor

By: _____



Name: Keith LaVanway

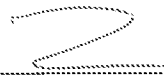
Title: Vice President and Chief Financial
Officer

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006709 FRAME: 0653

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as First Lien Collateral Agent

By: 
Name: Whitney Gaston
Title: Authorized Signatory

By: 
Name: Andrew Griffin
Title: Authorized Signatory

Schedule I

United States Registered and Applied-For Trademarks

TRADEMARK	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE	OWNER
SHARP PACKAGING SYSTEMS	85778256	Nov 13, 2012	4405933	Sep 24, 2013	Pregis Sharp Systems, LLC
MAX	85778261	Nov 13, 2012	4361406	July 2, 2013	Pregis Sharp Systems, LLC
E-Z BAGS	77668361	Feb 11, 2009	3801800	Jun 15, 2010	Pregis Sharp Systems, LLC
MAX PLUS& Design	76649652	Nov 2, 2005	3188566	Dec 26, 2006	Pregis Sharp Systems, LLC
CONCIERGE PLATINUM	76618107	Oct 25, 2004	3059863	Feb 21, 2006	Pregis Sharp Systems, LLC
T7 (Stylized)	76575884	Feb 9, 2004	2956700	May 31, 2005	Pregis Sharp Systems, LLC
SX (Stylized)	76462209	Oct 28, 2002	2799948	Dec 30, 2003	Pregis Sharp Systems, LLC
SHARP PACKAGING SYSTEMS & Design	76301554	Aug 20, 2001	2735946	Jul 15, 2003	Pregis Sharp Systems, LLC