

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM534871

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		08/01/2019	PLC: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Pregis Sharp Systems, LLC		
Street Address:	1650 Lake Cook Road		
City:	Deerfield		
State/Country:	ILLINOIS		
Postal Code:	60015		
Entity Type:	Limited Liability Company: WISCONSIN		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4405933	SHARP PACKAGING SYSTEMS	
Registration Number:	4361406	MAX	
Serial Number:	77668361	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:			
<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:	212.318.6532		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	200 PARK AVE, 28TH FLOOR		
Address Line 2:	C/O PAUL HASTINGS LLP		
Address Line 4:	NEW YORK, NEW YORK 10166		
NAME OF SUBMITTER:	Alana Gramer		
SIGNATURE:	/Alana Gramer/		

OP \$215.00 4405933

DATE SIGNED:	08/01/2019
Total Attachments: 4 source=PREGIS - Trademark Release (June 2017)#page1.tif source=PREGIS - Trademark Release (June 2017)#page2.tif source=PREGIS - Trademark Release (June 2017)#page3.tif source=PREGIS - Trademark Release (June 2017)#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”) is dated as of August 1, 2019 and delivered by Barclays Bank PLC, in its capacity as collateral agent (in such capacity, the “Collateral Agent”), in favor of Pregis Sharp Systems, LLC, a Wisconsin limited liability company, (the “Grantor”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement (as defined below) and if not defined therein, then the meanings given in the First Lien Collateral Agreement (as defined below) or the First Lien Credit Agreement (as defined below), as the case may be.

WHEREAS, pursuant to (a) that certain First Lien Credit Agreement dated as of May 20, 2014 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Pregis Ultimate Holdings Corporation, a Delaware corporation (“Holdings”), Pregis MergerSub Corporation, a Delaware corporation, Pregis Holding I Corporation, a Delaware corporation (the “Borrower”), the Lenders party thereto and Collateral Agent; and (b) that certain First Lien Collateral Agreement dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. In order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued, the Grantor is an Affiliate of the Borrower and has executed and delivered that certain Trademark Security Agreement, dated as of June 23, 2017 (as amended, restated, amended and restated, modified or supplemented from time to time, the “Trademark Security Agreement”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 23, 2017, at Reel/Frame 6090/0362;

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in certain Collateral, including the Trademark Collateral (as defined below), of the Grantor; and; and

WHEREAS, the Collateral Agent acknowledges Payment in Full and performance of the Secured Obligations by the Grantor, and as a result desires to terminate, cancel, discharge and release the security interest in the Trademark Collateral.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, hereby (i) absolutely, unconditionally and irrevocably terminates, cancels, releases and forever discharges the security interest in all of its right, title and interest in, to and under the United States trademarks and trademark applications listed on Schedule A attached hereto, together with the goodwill of the business connected with the use thereof and symbolized thereby and the right to receive all Proceeds of any of the foregoing, in each case arising under the

Collateral Agreement and the Trademark Security Agreement (collectively, the “Trademark Collateral”), and any and all other security interests or liens that the Collateral Agent or its predecessors, successors, assigns and transferees may have in or to the Trademark Collateral under the Collateral Agreement or the Trademark Security Agreement and (ii) terminates and cancels the Trademark Security Agreement.

The Collateral Agent represents and warrants that it has full authority to execute and deliver this Release.

The Collateral Agent hereby authorizes and requests that the Commissioner for Trademarks record this Release. At the request of the Grantor, at the Grantor’s expense, the Collateral Agent agrees to execute and deliver such other and further documents and instruments reasonably requested by the Grantor in order to effect or evidence more fully the matters covered by this Release.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

This Release shall be binding upon the Collateral Agent’s representatives, successors, assigns and transferees.

[Remainder of Page Intentional Left Blank]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

BARCLAYS BANK PLC,
as Collateral Agent

By: _____





Name: May Huang
Title: Assistant Vice President

[Signature Page to Trademark Release (2017)]

TRADEMARK
REEL: 006710 FRAME: 0311

SCHEDULE A

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Status	Jurisdiction	Serial No. / Filing Date	Registration No. / Date	Current Owner of Record
SHARP PACKAGING SYSTEMS	Registered	U.S.	85778256 13-NOV-2012	4405933 24-SEP-2013	Pregis Sharp Systems, LLC
MAX	Registered	U.S.	85778261 13-NOV-2012	4361406 02-JUL-2013	Pregis Sharp Systems, LLC
E-Z BAGS	Registered	U.S.	77668361 11-FEB-2009	77668361 15-JUN-2010	Pregis Sharp Systems, LLC
MAX PLUS in stylized Letters 	Registered	U.S.	76649652 02-NOV-2005	3188566 26-DEC-2006	Pregis Sharp Systems, LLC
CONCIERGE PLATINUM	Registered	U.S.	76618107 25-OCT-2004	3059863 21-FEB-2006	Pregis Sharp Systems, LLC
T7 in Stylized Letters 	Registered	U.S.	76575884 09-FEB-2004	2956700 31-MAY-2005	Pregis Sharp Systems, LLC
SX in Stylized Letters 	Registered	U.S.	76462209 28-OCT-2002	2799948 30-DEC-2003	Pregis Sharp Systems, LLC
SHARP PACKAGING SYSTEMS and Design 	Registered	U.S.	76301554 20-AUG-2001	2735946 15-JUL-2003	Pregis Sharp Systems, LLC