

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534884

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pregis Innovative Packaging LLC		08/01/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation, as Second Lien Collateral Agent		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 68			
Property Type	Number	Word Mark	
Registration Number:	5723697	PREGIS POLYMASK	
Registration Number:	5580028	EASYPACK	
Registration Number:	5187833	EASYPACK	
Registration Number:	4981227	SMARTFOAM	
Registration Number:	5187056	MAXWELL	
Registration Number:	5187032	MAXWELL	
Registration Number:	5514266	AIRSPEED EDGE	
Registration Number:	5124894	AIRSPEED HLX	
Registration Number:	5041974	AIRSPEED AXIS	
Registration Number:	4715793	PX3	
Registration Number:	4176288	HC FLEX	
Registration Number:	4296600		
Registration Number:	4296599		
Registration Number:	4277403	CHAMBERPAK	
Registration Number:	3821045	DENSINATOR	
Registration Number:	3820455	ABSOLUTE	
Registration Number:	3764999	SURFACE GUARD	
Registration Number:	3764708	AIRSPEED SMART	
Registration Number:	3962223	ASTRO-FOAM RENEW	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3611833	MICROGUARD
Registration Number:	3729145	SURFACE GUARD
Registration Number:	3364690	PROFLEX
Registration Number:	3334847	EP-FLEX
Registration Number:	3299721	ASTRO-FOAM
Registration Number:	3655949	AIRSPEED
Registration Number:	3855049	PREGIS
Registration Number:	2800444	BUBBLE-OUT
Registration Number:	2960826	EZ BUBBLE-OUT
Registration Number:	2760275	CORNER KEEPER
Registration Number:	2710151	ARMOR-LITE
Registration Number:	2305411	PROFLEX
Registration Number:	2160146	EDGE FOAM
Registration Number:	2081484	POLY LITE
Registration Number:	2075684	AIR KRAFT
Registration Number:	2075683	PAD KRAFT
Registration Number:	2035823	FURNITURE GUARD
Registration Number:	1786129	FRIENDLY FOAM
Registration Number:	1548286	SLEEVIT
Registration Number:	1301670	MICROFOAM
Registration Number:	1254535	ASTRO-CELL
Registration Number:	1219135	POLYPLANK
Registration Number:	1048125	ASTRO-BUBBLE
Registration Number:	1024679	ASTRO-SUPRABUBBLE
Registration Number:	0892262	FLO-PAK
Registration Number:	1124398	BULK AIR
Registration Number:	1095977	CUSHION-LITE
Registration Number:	1578998	8
Registration Number:	2141825	SUPER 8
Registration Number:	2485467	FP INTERNATIONAL
Registration Number:	2482601	FP INTERNATIONAL
Registration Number:	2488672	CUSHION-AIR
Registration Number:	2589854	CELL-O
Registration Number:	2767458	FASTTRACK
Registration Number:	2368494	NOVUS
Registration Number:	2414008	NOVUS
Registration Number:	2751130	NOVUS DOUBLE-CUSHION
Registration Number:	2759906	NOVUS SUPERTUBE

Property Type	Number	Word Mark
Registration Number:	2744197	NOVUS QUILT-AIR
Registration Number:	3014964	CELL-O
Registration Number:	3028337	PILLOW PAK'R
Registration Number:	3203442	PILLOW PAK
Registration Number:	3065767	FASTTRACK PAPER PAK'R
Registration Number:	3627013	MINI PAK'R
Registration Number:	3725061	SPEED FEEDER
Registration Number:	3905892	GREEN FAMILY
Registration Number:	4827317	PRO PAK'R
Registration Number:	4801819	POWER PAK'R
Serial Number:	88267220	CHAMBERPAK

CORRESPONDENCE DATA

Fax Number: 2138918763

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.

Email: rhonda.deleon@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER: 058516-0030

NAME OF SUBMITTER: Rhonda DeLeon

SIGNATURE: /Rhonda DeLeon/

DATE SIGNED: 08/01/2019

Total Attachments: 10

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SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 1, 2019 (this “Agreement”), among PREGIS INNOVATIVE PACKAGING LLC (the “Grantor”) and OWL ROCK CAPITAL CORPORATION, as collateral agent (in such capacity, the “Second Lien Collateral Agent”).

Reference is hereby made to that certain Second Lien Credit Agreement, dated as of August 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second 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 OWL ROCK CAPITAL CORPORATION, as Second Lien Administrative Agent and Second Lien Collateral Agent, and that certain Second Lien Collateral Agreement, dated as of August 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Collateral Agreement”), among Holdings, the Borrower, the Grantors from time to time party thereto and the Second 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 Second 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 Second 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 Second Lien Credit Agreement and the Second Lien Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Second 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 Second 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 Second Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the Second 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. Second Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Second 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 Second Lien Collateral Agreement, the terms of the Second Lien Collateral Agreement shall govern.

SECTION 5. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Second Lien Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the Liens and security interests granted in favor of the Senior Secured Parties (as defined in the First/Second Lien Intercreditor Agreement), including Liens and security interests granted to the First Lien Collateral Agent pursuant to the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Second Lien Collateral Agent hereunder is subject to the limitations and provisions of the First/Second Lien Intercreditor Agreement and the Second Lien Pari Passu Intercreditor Agreement, if and to the extent applicable and/or in effect. In the event of any conflict between the terms of the First/Second Lien Intercreditor Agreement, the terms of the Second Lien Pari Passu Intercreditor Agreement and the terms of this Agreement, the terms of the First/Second Lien Intercreditor Agreement and the Second Lien Pari Passu Intercreditor Agreement shall govern, as applicable.

SECTION 6. 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.

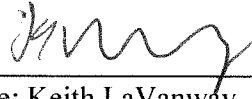
SECTION 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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

Pregis Innovative Packaging LLC, as Grantor

By:



Name: Keith LaVanway

Title: Vice President, Chief Financial
Officer, Treasurer and Secretary

OWL ROCK CAPITAL CORPORATION,
as Second Lien Collateral Agent

By: 

Name: Alan Kirshenbaum

Title: Authorized Signatory

Schedule I

United States Registered and Applied-For Trademarks

TRADEMARK	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE	OWNER
PREGIS POLYMASK	87911815	May 8, 2018	5723697	Apr 9, 2019	Pregis Innovative Packaging LLC
EASYPACK & Design	87818613	March 2, 2018	5580028	Oct 9, 2018	Pregis Innovative Packaging LLC
EASYPACK	86906742	Feb 12, 2016	5187833	Apr 18, 2017	Pregis Innovative Packaging LLC
SMARTFOAM (Stylized)	86655913	June 9, 2015	4981227	Jun 21, 2016	Pregis Innovative Packaging LLC
MAXWELL & Design	86569182	Mar 19, 2015	5187056	Apr 18, 2017	Pregis Innovative Packaging LLC
MAXWELL	86552636	Mar 4, 2015	5187032	Apr 18, 2017	Pregis Innovative Packaging LLC
AIRSPPEED EDGE	86983902	Jan 22, 2015	5514266	Jul 10, 2018	Pregis Innovative Packaging LLC
AIRSPPEED HLX	86511463	Jan 22, 2015	5124894	Jan 17, 2017	Pregis Innovative Packaging LLC
AIRSPPEED AXIS	86511456	Jan 22, 2015	5041974	Sep 13, 2016	Pregis Innovative Packaging LLC
PX3	86373821	Aug 21, 2014	4715793	Apr 7, 2015	Pregis Innovative Packaging LLC
HC FLEX	85131339	Sep 16, 2010	4176288	Jul 17, 2012	Pregis Innovative Packaging LLC
packaging DESIGN	85102280	Aug 6, 2010	4296600	Feb 26, 2013	Pregis Innovative Packaging LLC

TRADEMARK	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE	OWNER
packaging DESIGN	85090788	Jul 22, 2010	4296599	Feb 26, 2013	Pregis Innovative Packaging LLC
CHAMBERPAK	77957840	Mar 12, 2010	4277403	Jan 15, 2013	Pregis Innovative Packaging LLC
DENSINATOR	77879620	Nov 24, 2009	3821045	Jul 20, 2010	Pregis Innovative Packaging LLC
ABSOLUTE	77757331	Jun 11, 2009	3820455	Jul 20, 2010	Pregis Innovative Packaging LLC
SURFACE GUARD (Recently acquired)	77651327	Jan 16, 2009	3764999	Mar 23, 2010	Pregis Innovative Packaging LLC
AIRSPEED SMART	77615603	Nov 17, 2008	3764708	Mar 23, 2010	Pregis Innovative Packaging LLC
ASTRO-FOAM RENEW	77592644	Oct 14, 2008	3962223	May 17, 2011	Pregis Innovative Packaging LLC
MICROGUARD	77569699	Sep 15, 2008	3611833	Apr 28, 2009	Pregis Innovative Packaging LLC
SURFACE GUARD & Design	77411722	Mar 3, 2008	3729145	Dec 22, 2009	Pregis Innovative Packaging LLC
PROFLEX	77146062	Apr 2, 2007	3364690	Jan 8, 2008	Pregis Innovative Packaging LLC
EP-FLEX	78883450	May 15, 2006	3334847	Nov 13, 2007	Pregis Innovative Packaging LLC
ASTRO-FOAM	78793572	Jan 18, 2006	3299721	Sep 25, 2007	Pregis Innovative Packaging LLC
AIRSPEED	78759030	Nov 22, 2005	3655949	Jul 14, 2009	Pregis Innovative Packaging LLC

TRADEMARK	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE	OWNER
PREGIS	78709372	Sep 8, 2005	3855049	Sep 28, 2010	Pregis Innovative Packaging LLC
BUBBLE-OUT	78212016	Feb 7, 2003	2800444	Dec 30, 2003	Pregis Innovative Packaging LLC
EZ BUBBLE-OUT	78211197	Feb 5, 2003	2960826	Jun 7, 2005	Pregis Innovative Packaging LLC
CORNER KEEPER	78078444	Aug 9, 2001	2760275	Sep 2, 2003	Pregis Innovative Packaging LLC
ARMOR-LITE	78065217	May 23, 2001	2710151	Apr 22, 2003	Pregis Innovative Packaging LLC
PROFLEX	75450812	Mar 16, 1998	2305411	Jan 4, 2000	Pregis Innovative Packaging LLC
EDGE FOAM	75221460	Jan 6, 1997	2160146	May 26, 1998	Pregis Innovative Packaging LLC
POLY LITE	75146243	Aug 6, 1996	2081484	Jul 22, 1997	Pregis Innovative Packaging LLC
AIR KRAFT	75141643	Jul 25, 1996	2075684	Jul 1, 1997	Pregis Innovative Packaging LLC
PAD KRAFT	75141639	Jul 25, 1996	2075683	Jul 1, 1997	Pregis Innovative Packaging LLC
FURNITURE GUARD	75088968	Apr 16, 1996	2035823	Feb 4, 1997	Pregis Innovative Packaging LLC
FRIENDLY FOAM	74155438	Apr 9, 1991	1786129	Aug 3, 1993	Pregis Innovative Packaging LLC
SLEEVI	73763684	Nov 14, 1988	1548286	Jul 18, 1989	Pregis Innovative Packaging LLC

TRADEMARK	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE	OWNER
MICROFOAM	73435134	Jul 20, 1983	1301670	Oct 23, 1984	Pregis Innovative Packaging LLC
ASTRO-CELL	73364363	May 13, 1982	1254535	Oct 18, 1983	Pregis Innovative Packaging LLC
POLYPLANK	73339385	Nov 30, 1981	1219135	Dec 7, 1982	Pregis Innovative Packaging LLC
ASTRO-BUBBLE	73079490	Mar 8, 1976	1048125	Sep 14, 1976	Pregis Innovative Packaging LLC
ASTRO-SUPRABUBBLE	73049590	Apr 15, 1975	1024679	Nov 11, 1975	Pregis Innovative Packaging LLC
FLO-PAK	72327756	May 20, 1969	892262	Jun 9, 1970	Pregis Innovative Packaging LLC
BULK AIR	73142642	Sep 26, 1977	1124398	Aug 28, 1979	Pregis Innovative Packaging LLC
CUSHION-LITE	73142633	Sep 26, 1977	1095977	Jul 11, 1978	Pregis Innovative Packaging LLC
FIGURE EIGHT (STYLIZED)	73738901	Jul 11, 1988	1578998	Jan 23, 1990	Pregis Innovative Packaging LLC
SUPER 8	75079849	Mar 28, 1996	2141825	Mar 10, 1998	Pregis Innovative Packaging LLC
FP INTERNATIONAL	75227333	Sep 23, 1996	2485467	Sep 4, 2001	Pregis Innovative Packaging LLC
FP INTERNATIONAL (STYLIZED)	75172586	Sep 26, 1996	2482601	Aug 28, 2001	Pregis Innovative Packaging LLC
CUSHION-AIR	75747712	Jul 12, 1999	2488672	Sep 11, 2001	Pregis Innovative Packaging LLC

TRADEMARK	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE	OWNER
CELL-O	76219691	Mar 2, 2001	2589854	Jul 2, 2002	Pregis Innovative Packaging LLC
FASTTrack (Stylized)	76241943	Apr 12, 2001	2767458	Sep 23, 2003	Pregis Innovative Packaging LLC
NOVUS	75758760	Jul 23, 1999	2368494	Jul 18, 2000	Pregis Innovative Packaging LLC
NOVUS	75877788	Dec 20, 1999	2414008	Dec 19, 2000	Pregis Innovative Packaging LLC
NOVUS DOUBLE-CUSHION	76338682	Nov 16, 2001	2751130	Aug 12, 2003	Pregis Innovative Packaging LLC
NOVUS SUPERTUBE	76338681	Nov 16, 2001	2759906	Sep 2, 2003	Pregis Innovative Packaging LLC
NOVUS QUILT-AIR	76338680	Nov 16, 2001	2744197	Jul 29, 2003	Pregis Innovative Packaging LLC
CELL-O	78362954	Feb 5, 2004	3014964	Nov 15, 2005	Pregis Innovative Packaging LLC
PILLOW PAK'R	78500451	Oct 15, 2004	3028337	Dec 13, 2005	Pregis Innovative Packaging LLC
PILLOW PAK	78554569	Jan 26, 2005	3203442	Jan 30, 2007	Pregis Innovative Packaging LLC
FASTTrack PAPER PAK'R	78576382	Feb 28, 2005	3065767	Mar 7, 2006	Pregis Innovative Packaging LLC
MINI PAK'R	78878112	May 5, 2006	3627013	May 26, 2009	Pregis Innovative Packaging LLC
SPEED FEEDER	77733818	May 11, 2009	3725061	Dec 15, 2009	Pregis Innovative Packaging LLC

TRADEMARK	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE	OWNER
GREEN FAMILY	77786300	Jul 21, 2009	3905892	Jan 11, 2011	Pregis Innovative Packaging LLC
PRO PAK'R	85573578	Mar 19, 2012	4827317	Oct 6, 2015	Pregis Innovative Packaging LLC
POWER PAK'R	85679090	Jul 17, 2012	4801819	Sep 1, 2015	Pregis Innovative Packaging LLC
CHAMBERPAK	88/267,220	Jan 18, 2019	—	—	Pregis Innovative Packaging LLC