

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557796

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest (First Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP, as Agent		01/15/2020	Limited Partnership:
RECEIVING PARTY DATA			
Name:	PRETIUM CANADA PACKAGING ULC		
Street Address:	Three Bentall Centre		
Internal Address:	Suite 2600		
City:	Vancouver, BC		
State/Country:	CANADA		
Postal Code:	V7X 1L3		
Entity Type:	British Columbia unlimited liability company: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4493232	VERSATUBE	
Registration Number:	3600892	MEDIPLAST	
Registration Number:	2807734	STARPLEX	
Registration Number:	2283077	DIP N COUNT	
Registration Number:	2576946	QUICK TURN	
Registration Number:	2678382	DISCAP	
Registration Number:	3002153	KANGAPACK	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	65241-30250		

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NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	01/16/2020
Total Attachments: 4 source=Termination and Release of Trademark Security Agreement (2019)#page1.tif source=Termination and Release of Trademark Security Agreement (2019)#page2.tif source=Termination and Release of Trademark Security Agreement (2019)#page3.tif source=Termination and Release of Trademark Security Agreement (2019)#page4.tif	

TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (“Termination and Release”), dated as of January 15, 2020, is made by ANTARES CAPITAL LP, as administrative agent (the “Agent”) in favor of PRETIUM CANADA PACKAGING ULC, a British Columbia unlimited liability company (the “Grantor”). Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the First Lien Pledge and Security Agreement (as defined below), the First Lien Credit Agreement (as defined in the First Lien Pledge and Security Agreement) or the Trademark Security Agreement (as defined below), as applicable.

WITNESSETH:

WHEREAS, pursuant to that certain First Lien Pledge and Security Agreement, dated as of November 14, 2016 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “First Lien Pledge and Security Agreement”), the Grantor executed a Trademark Security Agreement, dated as of August 15, 2019 (the “Trademark Security Agreement”), by and among the Grantor, the other grantors from time to time party thereto and the Agent, which was recorded in the United States Patent and Trademark Office at Trademark Reel 6732, Frame 0240, pursuant to which the Grantor granted a security interest to the Agent, for the benefit of the Secured Parties, in the Trademark Collateral, including the trademark registrations and trademark applications listed on Schedule A hereto and made a part hereof.

WHEREAS, the Grantor has satisfied in full its obligations under the First Lien Credit Agreement, the First Lien Pledge and Security Agreement and the Trademark Security Agreement and requests a release of the security interest in the Trademark Collateral granted thereunder; and

WHEREAS, the Agent now desires to terminate the Trademark Security Agreement and terminate and release its security interest in the Trademark Collateral, including the trademark registrations and trademark applications listed on Schedule A hereto, and to reassign any and all rights, title, and interest in the same to Grantor, in each case, as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Agent, for itself and for the benefit of the Secured Parties, hereby irrevocably terminates the Trademark Security Agreement and irrevocably discharges, terminates and releases its Lien on and security interest in all of Grantor’s right, title and interest in and to the Trademark Collateral, including those trademark registrations and trademark applications set forth on Schedule A.

2. The Agent hereby assigns, grants and conveys to the Grantor, without any representation, warranty, recourse or undertaking by the Agent, any and all of the Agent's right, title, and interest in and to the Trademark Collateral, including those trademark registrations and trademark applications set forth on Schedule A.

3. The Agent agrees to execute, acknowledge, procure and deliver all further documents and do all such other acts as may be reasonably required or desirable to carry out the purposes of this Termination and Release, including to effect the release of the Agent's security interest contemplated hereby.

4. The Agent authorizes and requests that the Commissioner of the United States Patent and Trademark Office and any other applicable government authority record this Termination and Release.

5. This Termination and Release and the rights and obligations of the parties hereto shall be governed by and construed and interpreted in accordance with the laws of the State of New York and shall be binding upon the parties' representatives, successors, assigns and transferees.

[signature page follows]


IN WITNESS WHEREOF, the undersigned has caused this Termination and Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

ANTARES CAPITAL LP, as Agent

By: Adam Chalmers
Name: Adam Chalmers
Its: Duly Authorized Signatory

SCHEDULE A
TO
TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Owner	Trademark	Registration Number
Pretium Canada Packaging ULC (Successor by amalgamation to Starplex Scientific Inc.)	VERSATUBE	4493232
Pretium Canada Packaging ULC (Successor by amalgamation to Starplex Scientific Inc.)	MEDIPLAST	3600892
Pretium Canada Packaging ULC (Successor by amalgamation to Starplex Scientific Inc.)	STARPLEX & Design 	2807734
Pretium Canada Packaging ULC (Successor by amalgamation to Starplex Scientific Inc.)	DIP N COUNT	2283077
Pretium Canada Packaging ULC (Successor by amalgamation to Starplex Scientific Inc.)	QUICK TURN	2576946
Pretium Canada Packaging ULC (Successor by amalgamation to Starplex Scientific Inc.)	DISCAP	2678382
Pretium Canada Packaging ULC (Successor by amalgamation to Starplex Scientific Inc.)	KANGAPACK	3002153

TRADEMARK APPLICATIONS

None.