

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557797

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 PACKAGING, L.L.C.
Street Address:	15450 SOUTH OUTER FORTY DRIVE
Internal Address:	SUITE 120
City:	CHESTERFIELD
State/Country:	MISSOURI
Postal Code:	63017
Entity Type:	Limited Liability Company: DELAWARE
Name:	TRI-PACK ENTERPRISES, INC.
Street Address:	946 S ANDREASEN DRIVE
City:	ESCONDIDO
State/Country:	CALIFORNIA
Postal Code:	92029
Entity Type:	Corporation: CALIFORNIA
Name:	INTERTECH CORPORATION
Street Address:	3240 North O'Henry Boulevard
City:	Greensboro
State/Country:	NORTH CAROLINA
Postal Code:	27405
Entity Type:	Corporation: NORTH CAROLINA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1781476	INTERTECH
Registration Number:	3755075	ISCOOP
Registration Number:	3664789	CAPTURING VALUE IN EVERY CONTAINER
Registration Number:	3664790	
Registration Number:	2385951	PRETIUM PACKAGING
Registration Number:	3505940	ECONOLIGHT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3288573	HEAT ZONE
Registration Number:	3859977	GIGGLEPLAY

CORRESPONDENCE DATA

Fax Number: 2149813400

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.

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

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 01/16/2020

Total Attachments: 4

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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 PACKAGING, L.L.C., a Delaware limited liability company (the “Borrower”), TRI-PACK ENTERPRISES, INC., a California corporation (“Tri-Pack”) and INTERTECH CORPORATION, a North Carolina corporation (“Intertech” and together with Borrower and Tri-Pack, the “Grantors”). 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 Grantors executed a Trademark Security Agreement, dated as of November 14, 2016 (the “Trademark Security Agreement”), by and among the Grantors, 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 5920, Frame 0718, pursuant to which the Grantors 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 Grantors have 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 Grantors, 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 Grantors’ 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 Grantors, 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]


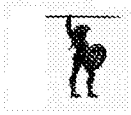

IN WITNESS WHEREOF, the undersigned has caused this Termination and Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

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
Intertech Corporation	 inter tech	1781476
Tri-Pack Enterprises, Inc. dba Custom Blow Molding	ISCOOP	3755075
Tri-Pack Enterprises, Inc. dba Custom Blow Molding	CAPTURING VALUE IN EVERY CONTAINER	3664789
Tri-Pack Enterprises, Inc. dba Custom Blow Molding		3664790
Pretium Packaging, L.L.C.	Pretium Packaging	2385951
Pretium Packaging, L.L.C.	ECONOLIGHT	3505940
Pretium Packaging, LLC	HEAT ZONE	3288573
Intertech Corporation (NC)	 GigglePlay	3859977

TRADEMARK APPLICATIONS

None.