

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607057

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ABL Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRETIUM PACKAGING, L.L.C.		11/05/2020	Limited Liability Company: DELAWARE
PRETIUM CANADA PACKAGING ULC		11/05/2020	unlimited liability company organized under the laws of British Columbia: CANADA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	1800 Century Park East, Suite 1100		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	3664790		
Registration Number:	2283077	DIP N COUNT	
Registration Number:	2678382	DISCAP	
Registration Number:	3505940	ECONOLIGHT	
Registration Number:	3288573	HEAT ZONE	
Registration Number:	1781476	INTERTECH	
Registration Number:	3002153	KANGAPACK	
Registration Number:	3600892	MEDIPLAST	
Serial Number:	88793048	OLCOTT PLASTICS	
Serial Number:	88793062	OLCOTT PLASTICS	
Serial Number:	88793065	OLCOTT PLASTICS	
Serial Number:	88793069	OLCOTT PLASTICS	
Serial Number:	88787313	PATRICK PRODUCTS, INC.	
Serial Number:	88787318	PATRICK PRODUCTS, INC.	
Serial Number:	88787322	PATRICK PRODUCTS, INC. PPI	
Serial Number:	88787317	PPI PATRICK PRODUCTS, INC.	

CH \$740.00 3664790

Property Type	Number	Word Mark
Serial Number:	88787285	PRETIUM
Serial Number:	88787303	PRETIUM
Registration Number:	6130111	PRETIUM
Registration Number:	6130112	PRETIUM
Serial Number:	88787324	PRETIUM
Serial Number:	88787327	PRETIUM
Registration Number:	6135698	PRETIUM
Registration Number:	6130113	PRETIUM
Registration Number:	2385951	PRETIUM PACKAGING
Registration Number:	2576946	QUICK TURN
Registration Number:	2807734	STARPLEX
Registration Number:	5650354	SUREHANDLE
Registration Number:	4493232	VERSATUBE

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera, Senior Paralegal

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	11/05/2020

Total Attachments: 10
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ABL TRADEMARK SECURITY AGREEMENT

This **ABL TRADEMARK SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated November 5, 2020, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Wells Fargo Bank, National Association, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Pretium PKG Holdings, Inc., a Delaware corporation (the “Parent Borrower”) and Poseidon Investment Intermediate, Inc., a Delaware corporation (“Holdings”), and the other Borrowers and Guarantors from time to time party thereto have entered into the ABL Credit and Guarantee Agreement dated as of November 5, 2020 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto and Wells Fargo Bank, National Association, as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, each Grantor has executed and delivered that certain ABL Security Agreement, dated November 5, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this Trademark Security Agreement for recording with the USPTO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

A. Grant of Security. Each Grantor hereby collaterally grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

a. all Trademarks set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as, the creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby;

b. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

c. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

d. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (c), the security interest created hereby shall not extend to any property expressly excluded from the Collateral (as defined in the Security Agreement), including, any Excluded Property.

B. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

D. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. This Trademark Security Agreement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature.

E. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by

reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction; Etc.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES). Section 21 of the Security Agreement is incorporated by reference herein *mutatis mutandis*.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

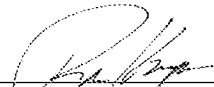
PRETIUM PACKAGING, L.L.C.,
a Delaware limited liability company

By: 
Name: Paul Kayser
Title: Chief Executive Officer and President

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 007096 FRAME: 0874

PRETIUM CANADA PACKAGING ULC,
an unlimited liability company organized under the laws
of British Columbia

By: 
Name: Paul Kayser
Title: President

[Signature Page to ABL Trademark Security Agreement]

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

Minna Lee

Digitally signed by Minna Lee
Date: 2020.11.01 11:46:40
-08'00'

By: _____

Name:

Title:

[Signature Page to ABL Trademark Security Agreement]

SCHEDULE A

U.S. Trademarks

Trademark	Database	Status	Application Number	Registration Number	Application Date	Registration Date	Owner/Loan Party
Design Only	U.S. Federal	Registered	77507916	3664790	25-Jun-2008	04-Aug-2009	PRETIUM PACKAGING, LLC
DIP N COUNT	U.S. Federal	Registered	75516678	2283077	10-Jul-1998	05-Oct-1999	PRETIUM CANADA PACKAGING ULC
DISCAP	U.S. Federal	Registered	75357927	2678382	16-Sep-1997	21-Jan-2003	PRETIUM CANADA PACKAGING ULC
ECONOLIGHT	U.S. Federal	Registered	77126965	3505940	09-Mar-2007	23-Sep-2008	PRETIUM PACKAGING, L.L.C.
HEAT ZONE	U.S. Federal	Registered	78264161	3288573	18-Jun-2003	04-Sep-2007	PRETIUM PACKAGING, LLC
INTERTECH	U.S. Federal	Registered	74281145	1781476	01-Jun-1992	13-Jul-1993	INTERTECH CORPORATION ¹
KANGAPACK	U.S. Federal	Registered	75357929	3002153	16-Sep-1997	27-Sep-2005	PRETIUM CANADA PACKAGING ULC
MEDIPLAST	U.S. Federal	Registered	77210608	3600892	20-Jun-2007	07-Apr-2009	PRETIUM CANADA PACKAGING ULC
OLCOTT PLASTICS	U.S. Federal	PENDING	88793048	--	11-Feb-2020	--	PRETIUM PACKAGING, LLC
OLCOTT PLASTICS	U.S. Federal	PENDING	88793062	--	11-Feb-2020	--	PRETIUM PACKAGING, LLC
OLCOTT PLASTICS	U.S. Federal	PENDING	88793065	--	11-Feb-2020	--	PRETIUM PACKAGING, LLC
OLCOTT PLASTICS	U.S. Federal	PENDING	88793069	--	11-Feb-2020	--	PRETIUM PACKAGING, LLC
PATRICK PRODUCTS, INC.	U.S. Federal	PENDING	88787313	--	06-Feb-2020	--	PRETIUM PACKAGING, LLC
PATRICK PRODUCTS, INC.	U.S. Federal	PENDING	88787318	--	06-Feb-2020	--	PRETIUM PACKAGING, LLC
PATRICK PRODUCTS, INC. PPI	U.S. Federal	PENDING	88787322	--	06-Feb-2020	--	PRETIUM PACKAGING, LLC

¹ Company to update record ownership to Pretium Packaging, LLC.

Trademark	Database	Status	Application Number	Registration Number	Application Date	Registration Date	Owner/Loan Party
PPI PATRICK PRODUCTS, INC.	U.S. Federal	Pending	88787317	--	06-Feb-2020	--	PRETIUM PACKAGING, LLC
PRETIUM	U.S. Federal	Pending	88787285	--	06-Feb-2020	--	PRETIUM PACKAGING, LLC
PRETIUM	U.S. Federal	Pending	88787303	--	06-Feb-2020	--	PRETIUM PACKAGING, LLC
PRETIUM	U.S. Federal	Registered	88787305	6130111	06-Feb-2020	18-Aug-2020	PRETIUM PACKAGING, LLC
PRETIUM	U.S. Federal	Registered	88787310	6130112	06-Feb-2020	18-Aug-2020	PRETIUM PACKAGING, LLC
PRETIUM	U.S. Federal	Pending	88787324	--	06-Feb-2020	--	PRETIUM PACKAGING, LLC
PRETIUM	U.S. Federal	Pending	88787327	--	06-Feb-2020	--	PRETIUM PACKAGING, LLC
PRETIUM	U.S. Federal	Registered	88787330	6135698	06-Feb-2020	25-Aug-2020	PRETIUM PACKAGING, LLC
PRETIUM	U.S. Federal	Registered	88787335	6130113	06-Feb-2020	18-Aug-2020	PRETIUM PACKAGING, LLC
PRETIUM PACKAGING	U.S. Federal	Registered	75331366	2385951	28-Jul-1997	12-Sep-2000	PRETIUM PACKAGING, L.L.C.
QUICK TURN	U.S. Federal	Registered	75484563	2576946	22-Dec-1997	11-Jun-2002	PRETIUM CANADA PACKAGING ULC
STARPLEX	U.S. Federal	Registered	76263708	2807734	29-May-2001	27-Jan-2004	PRETIUM CANADA PACKAGING ULC
SUREHANDLE	U.S. Federal	Registered	87543659	5650354	26-Jul-2017	08-Jan-2019	PRETIUM PACKAGING, L.L.C.
VERSATUBE	U.S. Federal	Registered	85403890	4493232	22-Aug-2011	11-Mar-2014	PRETIUM CANADA PACKAGING ULC

Canadian Trademarks

Trademark	Database	Status	Application Number	Registration Number	Application Date	Registration Date	Owner/Loan Party
ECONOLIGHT	Canada	Registered	1361214	TMA739238	27-Aug-2007	01-May-2009	PRETIUM PACKAGING, L.L.C.

Trademark	Database	Status	Application Number	Registration Number	Application Date	Registration Date	Owner/Loan Party
HEAT ZONE	Canada	Formalized (PENDING)	1961207	--	06-May-2019	--	PRETIUM PACKAGING, LLC
OLCOTT PLASTICS	Canada	Formalized (PENDING)	2026044	--	04-May-2020	--	PRETIUM PACKAGING, LLC
OLCOTT PLASTICS	Canada	Formalized (PENDING)	2026050	--	04-May-2020	--	PRETIUM PACKAGING, LLC
OLCOTT PLASTICS	Canada	Formalized (PENDING)	2026051	--	04-May-2020	--	PRETIUM PACKAGING, LLC
OLCOTT PLASTICS	Canada	Formalized (PENDING)	2026055	--	04-May-2020	--	PRETIUM PACKAGING, LLC
PATRICK PRODUCTS, INC.	Canada	Formalized (PENDING)	2026042	--	04-May-2020	--	PRETIUM PACKAGING, LLC
PATRICK PRODUCTS, INC.	Canada	Formalized (PENDING)	2026054	--	04-May-2020	--	PRETIUM PACKAGING, LLC
PATRICK PRODUCTS, INC. & Design	Canada	Formalized (PENDING)	2026052	--	04-May-2020	--	PRETIUM PACKAGING, LLC
PATRICK PRODUCTS, INC. & Design	Canada	Formalized (PENDING)	2026053	--	04-May-2020	--	PRETIUM PACKAGING, LLC
PRETIUM	Canada	Formalized (PENDING)	2026043	--	04-May-2020	--	PRETIUM PACKAGING, LLC
PRETIUM	Canada	Formalized (PENDING)	2026045	--	04-May-2020	--	PRETIUM PACKAGING, LLC
PRETIUM	Canada	Formalized (PENDING)	2026047	--	04-May-2020	--	PRETIUM PACKAGING, LLC
PRETIUM	Canada	Formalized (PENDING)	2026056	--	04-May-2020	--	PRETIUM PACKAGING, LLC
PRETIUM Design	Canada	Formalized (PENDING)	2026046	--	04-May-2020	--	PRETIUM PACKAGING, LLC
PRETIUM Design	Canada	Formalized (PENDING)	2026048	--	04-May-2020	--	PRETIUM PACKAGING, LLC
PRETIUM Design	Canada	Formalized (PENDING)	2026049	--	04-May-2020	--	PRETIUM PACKAGING, LLC
PRETIUM Design	Canada	Formalized (PENDING)	2026057	--	04-May-2020	--	PRETIUM PACKAGING, LLC

Trademark	Database	Status	Application Number	Registration Number	Application Date	Registration Date	Owner/Loan Party
PRETIUM PACKAGING	Canada	Registered	867559	TMA539867	26-Jan-1998	17-Jan-2001	PRETIUM PACKAGING, L.L.C.
SUREHANDLE	Canada	Registered	1852770	TMA1034363	16-Aug-2017	02-Jul-2019	PRETIUM PACKAGING, LLC