

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607143

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement
SEQUENCE:	1

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: CANADA

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	Eleven Madison Avenue, 8th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Serial Number:	77507916	
Serial Number:	75516678	DIP N COUNT
Serial Number:	75357927	DISCAP
Serial Number:	77126965	ECONOLIGHT
Serial Number:	78264161	HEAT ZONE
Serial Number:	74281145	INTERTECH
Serial Number:	75357929	KANGAPACK
Serial Number:	77210608	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.

OP \$740.00 77507916

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88787285	PRETIUM
Serial Number:	88787303	PRETIUM
Serial Number:	88787305	PRETIUM
Serial Number:	88787310	PRETIUM
Serial Number:	88787324	PRETIUM
Serial Number:	88787327	PRETIUM
Serial Number:	88787330	PRETIUM
Serial Number:	88787335	PRETIUM
Serial Number:	75331366	PRETIUM PACKAGING
Serial Number:	75484563	QUICK TURN
Serial Number:	76263708	STARPLEX
Serial Number:	87543659	SUREHANDLE
Serial Number:	85403890	VERSATUBE

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	11/05/2020

Total Attachments: 12

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This **FIRST LIEN 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 Credit Suisse AG, Cayman Islands Branch, 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 “Borrower”) and Poseidon Investment Intermediate, Inc., a Delaware corporation (“Holdings”) have entered into the First Lien Term Loan Credit 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 Credit Suisse AG, Cayman Islands Branch, 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 Term Loans by the Lenders from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain First Lien 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 and the CIPO.

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 to the extent it constitutes Collateral, 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 or Canadian 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;

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 in any property created hereby shall not extend to that and for as long as such property is excluded as Collateral by the terms of 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 Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured 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 Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured 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 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, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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.

1. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

2. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, THE COLLATERAL AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

3. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE 2 OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

4. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

5. EACH PARTY TO THIS TRADEMARK SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM,

DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS TRADEMARK SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS TRADEMARK SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS TRADEMARK SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

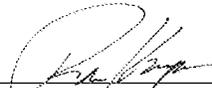
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

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

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

[Signature Page to First Lien Trademark Security Agreement]

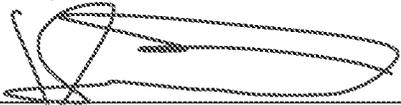
PRETIUM CANADA PACKAGING ULC,
an unlimited liability company organized under the laws
of British Columbia

By: 
Name: Paul Kayser
Title: President

[Signature Page to First Lien Trademark Security Agreement]

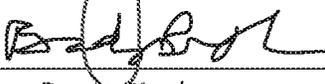
Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By:  _____

Name: Judith E. Smith

Title: Authorized Signatory

By:  _____

Name: Brady Bingham

Title: Authorized Signatory

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

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

Trademark	Database	Status	Application Number	Registration Number	Application Date	Registration Date	Owner/Loan Party
PATRICK PRODUCTS, INC. PPI	U.S. Federal	PENDING	88787322	--	06-Feb-2020	--	PRETIUM PACKAGING, LLC
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.
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

Trademark	Database	Status	Application Number	Registration Number	Application Date	Registration Date	Owner/Loan Party
PRETIUM Design	Canada	Formalized (PENDING)	2026049	--	04-May-2020	--	PRETIUM PACKAGING, LLC
PRETIUM Design	Canada	Formalized (PENDING)	2026057	--	04-May-2020	--	PRETIUM PACKAGING, LLC
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