

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678890

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement (Second Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alpha Packaging (Minnesota) Inc.		10/01/2021	Corporation: MINNESOTA
Progressive Plastics, Inc.		10/01/2021	Corporation: DELAWARE
Pretium Canada Packaging, ULC		10/01/2021	Unlimited Liability Company: CANADA
Pretium Packaging, L.L.C.		10/01/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	5199116	ECO-FROST
Registration Number:	2814830	PROGRESSIVE PLASTICS
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
Registration Number:	4493232	VERSATUBE
Registration Number:	3664790	
Registration Number:	3505940	ECONOLIGHT
Registration Number:	1781476	INTERTECH
Registration Number:	5650354	SUREHANDLE
Registration Number:	3288573	HEAT ZONE

OP \$790.00 5199116

Property Type	Number	Word Mark
Registration Number:	2385951	PRETIUM PACKAGING
Registration Number:	6466218	OLCOTT PLASTICS
Registration Number:	6466219	OLCOTT PLASTICS
Registration Number:	6286017	OLCOTT PLASTICS
Registration Number:	6286018	OLCOTT PLASTICS
Registration Number:	6383477	PRETIUM
Registration Number:	6383478	PRETIUM
Registration Number:	6130111	PRETIUM
Registration Number:	6130112	PRETIUM
Registration Number:	6383479	PATRICK PRODUCTS, INC.
Registration Number:	6254876	PPI PATRICK PRODUCTS, INC.
Registration Number:	6254877	PATRICK PRODUCTS, INC.
Registration Number:	6383480	PATRICK PRODUCTS, INC. PPI
Registration Number:	6383481	PRETIUM
Registration Number:	6466215	PRETIUM
Registration Number:	6135698	PRETIUM
Registration Number:	6130113	PRETIUM

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

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:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	10/05/2021

Total Attachments: 13

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”), dated October 1, 2021, 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 Second Lien Term Loan Credit Agreement, dated as of October 1, 2021 (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, each Grantor has executed and delivered that certain Second Lien Security Agreement, dated October 1, 2021 (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 IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

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, as collateral security for the prompt and complete payment and performance of the Secured Obligations of such 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 Patents, including, without limitation, those set forth in Schedule A hereto;

b. all Trademarks, including, without limitation, those set forth in Schedule B 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;

c. all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto;

d. 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;

e. 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

f. 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 (f), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured 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 IP 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 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 Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts; Effectiveness of Facsimile or Electronic Documents and Signatures. This 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. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission (including ".pdf", ".tif" or similar format) shall be effective as delivery of a manually executed counterpart hereof. The words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. "Electronic Signatures" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

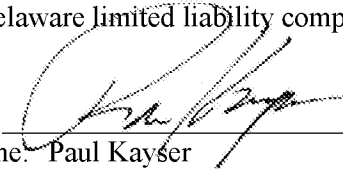
E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with 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 IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction; Etc. SECTION 10.15 (GOVERNING LAW; JURISDICTION), SECTION 10.16 (SERVICE OF PROCESS) AND SECTION 10.17 (WAIVER OF RIGHT TO TRIAL BY JURY) OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE, MUTATIS MUTANDIS.

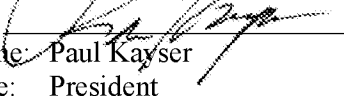
G. Intercreditor Agreement. Section 23 (INTERCREDITOR AGREEMENT) OF THE SECURITY AGREEMENT IS INCORPORATED BY REFERENCE, MUTATIS MUTANDIS.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

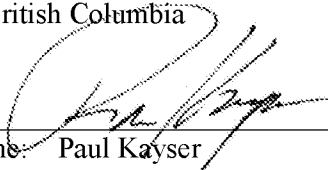
PRETIUM PACKAGING, L.L.C.,
a Delaware limited liability company

By: 
Name: Paul Kayser
Title: President

ALPHA PACKAGING (MINNESOTA) INC.,
a Minnesota corporation
ALPHA CONSOLIDATED HOLDINGS INC.,
a Delaware corporation
PROGRESSIVE PLASTICS, INC.,
a Delaware corporation

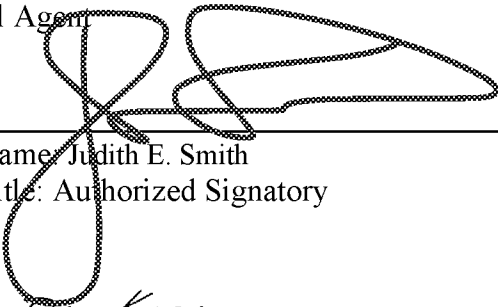
By: 
Name: Paul Kayser
Title: President

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

By: 
Name: Paul Kayser
Title: President

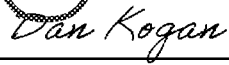
Credit Suisse AG, Cayman Islands Branch, as
Collateral Agent

By:



Name: Judith E. Smith
Title: Authorized Signatory

By:






Name: Daniel Kogan
Title: Authorized Signatory




Schedule A
U.S. Patents

Application No.	Filing Date	Patent No.	Issue Date	Status	Owner
14/818,238	8/4/2015	9878898	1/30/2018	Granted	Alpha Consolidated Holdings, Inc.
29/467331	9/18/2013	D756229	5/17/2016	Granted	Alpha Consolidated Holdings, Inc.
29/467335	9/18/2013	D756231	5/17/2016	Granted	Alpha Consolidated Holdings, Inc.
29/467333	9/18/2013	D756230	5/17/2016	Granted	Alpha Consolidated Holdings, Inc.
15/882,923	1/29/2018	--	--	Pending	Alpha Consolidated Holdings, Inc.
13/021,567	2/4/2011	8631966	1/21/2014	Issued	Pretium Canada Packaging ULC
12/152,343	5/14/2008	8216823	7/10/2012	Issued	Pretium Canada Packaging ULC
29/302,428	1/16/2008	D608211	1/19/2010	Issued	Pretium Packaging L.L.C.
29/302,426	1/16/2008	D607743	1/12/2010	Issued	Pretium Packaging L.L.C.
29/652,304	7/15/2020	--	--	Pending (Unpublished)	Pretium Packaging, L.L.C.
29/697,535	--	--	--	Pending (Unpublished)	Pretium Packaging, L.L.C.
16/949,133	10/15/2020	--	--	Pending	Pretium Packaging, L.L.C.
16/948,226	9/9/2020	--	--	Pending	Pretium Packaging, L.L.C.
29/652,298	7/13/2020	D924065	7/6/2021	Issued	Pretium Packaging, L.L.C.
16/158,643	10/12/2018	10800612	10/13/2020	Issued	Pretium Packaging, L.L.C.
29/640,798	3/16/2018	D894007	8/25/2020	Issued	Pretium Packaging, L.L.C.
29/690,010	5/3/2019	D893310	8/18/2020	Issued	Pretium Packaging, L.L.C.
16/122,422	9/5/2018	10682800	6/16/2020	Issued	Pretium Packaging, L.L.C.
29/697,530	7/9/2019	D886624	6/9/2020	Issued	Pretium Packaging, L.L.C.
29/687,965	4/17/2019	D885927	6/2/2020	Issued	Pretium Packaging, L.L.C.
29/619,178	9/27/2017	D864726	10/29/2019	Issued	Pretium Packaging, L.L.C.
29/623,131	10/23/2017	D859994	9/17/2019	Issued	Pretium Packaging, L.L.C.
29/623,132	10/23/2017	D847653	5/7/2019	Issued	Pretium Packaging, L.L.C.
29/623,137	10/23/2017	D846992	4/30/2019	Issued	Pretium Packaging, L.L.C.
29/544,667	11/5/2015	D805393	12/19/2017	Issued	Pretium Packaging, L.L.C.
13/087,883	4/15/2011	9789997	10/17/2017	Issued	Pretium Packaging, L.L.C.
14/879,846	10/9/2015	9555575	1/31/2017	Issued	Pretium Packaging, L.L.C.
29/534,680	7/30/2015	D764922	8/30/2016	Issued	Pretium Packaging, L.L.C.

Application No.	Filing Date	Patent No.	Issue Date	Status	Owner
13/340,263	12/29/2011	9193495	11/24/2015	Issued	Pretium Packaging, L.L.C.
29/439,684	12/13/2012	D735581	8/4/2015	Issued	Pretium Packaging, L.L.C.
29/413,409	2/15/2012	D722883	2/24/2015	Issued	Pretium Packaging, L.L.C.
29/413,411	2/15/2012	D722884	2/24/2015	Issued	Pretium Packaging, L.L.C.
29/407,196	11/23/2011	D721278	1/20/2015	Issued	Pretium Packaging, L.L.C.
29/470,554	10/22/2013	D717662	11/18/2014	Issued	Pretium Packaging, L.L.C.
29/391,650	5/11/2011	D701769	4/1/2014	Issued	Pretium Packaging, L.L.C.
29/444,129	1/25/2013	D697408	1/14/2014	Issued	Pretium Packaging, L.L.C.
29/407,202	11/23/2011	D680005	4/16/2013	Issued	Pretium Packaging, L.L.C.
29/339,356	6/29/2009	D663624	7/17/2012	Issued	Pretium Packaging, L.L.C.
29/399,460	8/15/2011	D663211	7/10/2012	Issued	Pretium Packaging, L.L.C.
29/342,784	9/1/2009	D643292	8/16/2011	Issued	Pretium Packaging, L.L.C.
29/354,242	1/21/2010	D639172	6/7/2011	Issued	Pretium Packaging, L.L.C.
29/345,073	10/8/2009	D639173	6/7/2011	Issued	Pretium Packaging, L.L.C.
29/338,581	6/15/2009	D619012	7/6/2010	Issued	Pretium Packaging, L.L.C.
29/339,694	7/6/2009	D608644	1/26/2010	Issued	Pretium Packaging, L.L.C.
29/327,890	11/14/2008	D595580	7/7/2009	Issued	Pretium Packaging, L.L.C.

Schedule B
U.S. Trademarks

Mark	Application No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
ECO-FROST	87181087	9/23/2016	5199116	5/9/2017	Registered	Alpha Packaging (Minnesota) Inc.
PROGRESSIVE PLASTICS	76504702	4/7/2003	2814830	2/17/2004	Registered	Progressive Plastics, Inc.
MEDIPLAST	77210608	6/20/2007	3600892	4/7/2009	Registered (Renewed)	Pretium Canada Packaging ULC
STARPLEX and Design 	76263708	5/29/2001	2807734	1/27/2004	Registered (Renewed)	Pretium Canada Packaging ULC
DIP N COUNT	75516678	7/10/1998	2283077	10/5/1999	Registered (Renewed)	Pretium Canada Packaging ULC
QUICK TURN	75484563	12/22/1997	2576946	6/11/2002	Registered (Renewed)	Pretium Canada Packaging ULC
DISCAP	75357927	9/16/1997	2678382	1/21/2003	Registered (Renewed)	Pretium Canada Packaging ULC
KANGAPACK	75357929	9/16/1997	3002153	9/27/2005	Registered (Renewed)	Pretium Canada Packaging ULC
VERSATUBE	85403890	8/22/2011	4493232	3/11/2014	Registered	Pretium Canada Packaging ULC
Design Only 	77507916	6/25/2008	3664790	8/4/2009	Registered (Renewed)	Pretium Packaging, L.L.C.
ECONOLIGHT	77126965	3/9/2007	3505940	9/23/2008	Registered (Renewed)	Pretium Packaging, L.L.C.
INTERTECH and Design 	74281145	6/1/1992	1781476	7/13/1993	Registered (Renewed)	Pretium Packaging, L.L.C.
SUREHANDLE	87543659	7/26/2017	5650354	1/8/2019	Registered	Pretium Packaging, L.L.C.
HEAT ZONE	78264161	6/18/2003	3288573	9/4/2007	Registered (Renewed)	Pretium Packaging, L.L.C.
PRETIUM PACKAGING	75331366	7/28/1997	2385951	9/12/2000	Registered (Renewed)	Pretium Packaging, L.L.C.

Mark	Application No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
OLCOTT PLASTICS	88793048	2/11/2020	6466218	8/31/2021	Registered	Pretium Packaging, L.L.C.
OLCOTT PLASTICS	88793062	2/11/2020	6466219	8/31/2021	Registered	Pretium Packaging, L.L.C.
OLCOTT PLASTICS	88793065	2/11/2020	6286017	3/9/2021	Registered	Pretium Packaging, L.L.C.
OLCOTT PLASTICS	88793069	2/11/2020	6286018	3/9/2021	Registered	Pretium Packaging, L.L.C.
PRETIUM	88787285	2/6/2020	6383477	6/15/2021	Registered	Pretium Packaging, L.L.C.
PRETIUM	88787303	2/6/2020	6383478	6/15/2021	Registered	Pretium Packaging, L.L.C.
PRETIUM	88787305	2/6/2020	6130111	8/18/2020	Registered	Pretium Packaging, L.L.C.
PRETIUM	88787310	2/6/2020	6130112	8/18/2020	Registered	Pretium Packaging, L.L.C.
PATRICK PRODUCTS, INC.	88787313	2/6/2020	6383479	6/15/2021	Registered	Pretium Packaging, L.L.C.
PPI PATRICK PRODUCTS, INC. and Design 	88787317	2/6/2020	6254876	1/26/2021	Registered	Pretium Packaging, L.L.C.
PATRICK PRODUCTS, INC.	88787318	2/6/2020	6254877	1/26/2021	Registered	Pretium Packaging, L.L.C.
PATRICK PRODUCTS, INC. PPI and Design 	88787322	2/6/2020	6383480	6/15/2021	Registered	Pretium Packaging, L.L.C.
PRETIUM and Design 	88787324	2/6/2020	6383481	6/15/2021	Registered	Pretium Packaging, L.L.C.

Mark	Application No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
PRETIUM and Design PRETIUM	88787327	2/6/2020	6466215	8/31/2021	Registered	Pretium Packaging, L.L.C.
PRETIUM and Design PRETIUM	88787330	2/6/2020	6135698	8/25/2020	Registered	Pretium Packaging, L.L.C.
PRETIUM and Design PRETIUM	88787335	2/6/2020	6130113	8/18/2020	Registered	Pretium Packaging, L.L.C.

Schedule C

U.S. Copyrights

Title	Registration No.	Registration Date	Owner
Technigraph Corporation Personal care products collection.	VAu000631823	4/26/2004	Alpha Packaging (Minnesota) Inc.