

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
InterWrap Inc.		11/01/2013	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as U.S. Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2343932	PROMET	
Registration Number:	2396407	PAPERFLEX	
Registration Number:	2573140	INTERWRAP	
Registration Number:	3798052	POSTERFLEX	
Registration Number:	3843490	FLEXILITE	
Registration Number:	4241315	INTER WRAP	
Registration Number:	3697513	ECOS	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		

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ATTORNEY DOCKET NUMBER:	207170-628
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	11/18/2013
Total Attachments: 6 source=US Trademark Security Agreement - InterWrap#page1.tif source=US Trademark Security Agreement - InterWrap#page2.tif source=US Trademark Security Agreement - InterWrap#page3.tif source=US Trademark Security Agreement - InterWrap#page4.tif source=US Trademark Security Agreement - InterWrap#page5.tif source=US Trademark Security Agreement - InterWrap#page6.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as U.S. Agent for itself and for the U.S. Lenders and as agent for the Canadian Agent and the Canadian Lenders and each other Secured Party referred to therein (each as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of November 1, 2013 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement") among, *inter alios*, the Borrowers, INTERWRAP HOLDINGS INC., a British Columbia corporation ("Holdings") and the other Persons party thereto that are designated as a "Credit Party", the Agent, the L/C Issuers and the Lenders from time to time party to the Credit Agreement, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, subject to the limitations set forth in the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and all IP Licenses subject to a security interest hereunder to the extent, and on the same terms, set forth in the Guaranty and Security Agreement.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

Very truly yours,

INTERWRAP INC., as Grantor

By: 

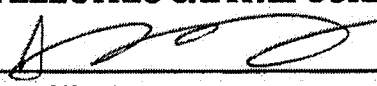
Name: BALDEV SHOKAR

Title: SECRETARY

**ACCEPTED AND AGREED** as of the date first above written.

**GENERAL ELECTRIC CAPITAL CORPORATION, as U.S. Agent**

By:

  
Name: Alfredo Wang  
Title: Duly Authorized Signatory

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT<sup>1</sup>**

**Trademark Registrations**

1. REGISTERED TRADEMARKS

- i. U.S. Trademark Registration Number 2,343,932 for “PROMET” (registered April 18, 2000) owned by InterWrap Inc.
- ii. U.S. Trademark Registration Number 2,396,407 for “PAPERFLEX” (registered October 17, 2000) owned by InterWrap Inc.
- iii. U.S. Trademark Registration Number 2,573,140 for “INTERWRAP” (registered May 28, 2002) owned by InterWrap Inc.
- iv. U.S. Trademark Registration Number 3,798,052 for “POSTERFLEX” (registered June 8, 2010) owned by InterWrap Inc.
- v. U.S. Trademark Registration Number 3,843,490 for “FLEXILITE” (registered September 7, 2010) owned by InterWrap Inc.
- vi. U.S. Trademark Registration Number 4,241,315 (registered November 13, 2012) owned by InterWrap Inc for the following:



- vii. U.S. Trademark Registration Number 3,697,513 (registered October 20, 2009) ) owned by InterWrap Inc. for the following:

**ECOS**

- viii. Canadian Trade-mark Registration Number TMA504375 for “PROMET” (registered November 20, 1998) owned by InterWrap Inc.
- ix. Canadian Trade-mark Registration Number TMA521515 for “PAPERFLEX” (registered January 13, 2000) owned by InterWrap Inc.

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<sup>1</sup> After the acquisition closes and the amalgamation with InterWrap Inc. is complete, InterWrap Investments Inc. will be the owner of the trademarks and trademarks applications listed in this schedule. Note that following the amalgamation, InterWrap Investments Inc. will immediately change its name to InterWrap Inc.

- x. Canadian Trade-mark Registration Number TMA538460 (registered December 7, 2000) owned by InterWrap Inc. for the following:



- xi. Canadian Trade-mark Registration Number TMA579069 for "INTERWRAP" (registered April 7, 2003) owned by InterWrap Inc.
- xii. Canadian Trade-mark Registration Number TMA583626 (registered June 12, 2003) owned by InterWrap Inc for the following:



- xiii. Canadian Trade-mark Registration Number TMA690657 for "A WEAVE ABOVE" (registered June 22, 2007) owned by InterWrap Inc.
- xiv. Canadian Trade-mark Registration Number TMA690663 for "DURATHENE" (registered June 22, 2007) owned by InterWrap Inc.
- xv. Canadian Trade-mark Registration Number TMA738645 for "POSTERFLEX" (registered April 23, 2009) owned by InterWrap Inc.
- xvi. Canadian Trade-mark Registration Number TMA738761 for "ECOS" (registered April 24, 2009) owned by InterWrap Inc.
- xvii. Canadian Trade-mark Registration Number TMA758006 for "FLEXILITE" (registered January 27, 2010) owned by InterWrap Inc.
- xviii. Canadian Trade-mark Registration Number TMA691233 for "USE YOUR GRAY MATTER" (registered July 3, 2007) owned by InterWrap Inc.
- xix. Canadian Trade-mark Registration Number TMA669091 for "SURE-FOOT" (registered August 1, 2006) owned by InterWrap Inc.

## 2. TRADEMARK APPLICATIONS

None.