

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM320655

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goodpack USA, Inc.		10/17/2014	CORPORATION: VIRGINIA

## RECEIVING PARTY DATA

<b>Name:</b>	Morgan Stanley Senior Funding, Inc., as the Collateral Agent
<b>Street Address:</b>	1585 Broadway
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036
<b>Entity Type:</b>	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Registration Number:</b>	2784120	GOODPACK

## CORRESPONDENCE DATA

**Fax Number:** 2123037064  
*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:** 212.318.6824  
**Email:** christinedionne@paulhastings.com  
**Correspondent Name:** Christine Dionne c/o Paul Hastings LLP  
**Address Line 1:** 75 East 55th Street  
**Address Line 4:** New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	78553.00045 (FIRST LIEN)
<b>NAME OF SUBMITTER:</b>	Christine Dionne
<b>SIGNATURE:</b>	/Christine Dionne/
<b>DATE SIGNED:</b>	10/21/2014

## Total Attachments: 5

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TRADEMARK

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of October 17, 2014, is made by Goodpack USA, Inc., a Virginia corporation (the “Grantor”), in favor of Morgan Stanley Senior Funding, Inc., as collateral agent (in such capacity, the “Agent”) for the several banks and other financial institutions (the “Lenders”) from time to time parties to the Second Amended and Restated First Lien Credit Agreement, dated as of September 9, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among, inter alia, IBC Capital I Limited as Holdings, the IBC Capital Limited as the Parent Borrower, IBC Capital US LLC (the “Company”) as the U.S. Co-Borrower, the Subsidiary Borrowers party thereto from time to time, the lending institutions from time to time parties thereto (each a “Lender”) and, collectively, the “Lenders”), and Morgan Stanley Senior Funding, Inc., as the Administrative Agent and the Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Parent Borrower, and the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of Holdings, the Parent Borrower and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a First Lien Security Agreement, dated as of October 17, 2014 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged and granted to the Agent for the benefit of the Agent and the Secured Parties continuing security interest in all Intellectual Property, including the Trademarks, that is not Excluded Assets; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and the Letter of Credit Issuer to issue Letters of Credit for the account of Holdings, the Parent Borrower and the Restricted Subsidiaries (other than the Parent Borrower), and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with Holdings and/or its Subsidiaries, Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. The Grantor hereby grants a security interest in all of Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Assets (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Goodpack USA, Inc.,  
as the Grantor

By: Cheng Kang Yan  
Name: Cheng Kang Yan  
Title: Authorized Signatory

[Grant of Security Interest in Trademark Rights (First Lien)]

MORGAN STANLEY SENIOR FUNDING, INC.  
as the Collateral Agent

By: MS  
Name:  
Title:

[Grant of Security Interest in Trademark Rights]

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>OWNER</b>	<b>SERIAL NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Goodpack USA, Inc.	76477789	2784120	

**GOODPACK**