

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331772

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Matosantos Commercial Corporation		02/05/2015	CORPORATION: PUERTO RICO
Euro-Caribe Packing Company, Inc.		02/05/2015	CORPORATION: PUERTO RICO
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	300 Galleria Parkway		
Internal Address:	Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4532942	ROYAL PLASTICWARE R	
CORRESPONDENCE DATA			
Fax Number:	6785337772		
<i>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.</i>			
Phone:	404-681-5974		
Email:	mlg@phrd.com		
Correspondent Name:	Parker Hudson Rainer & Dobbs, LLP		
Address Line 1:	285 Peachtree Center Avenue, N.E.		
Address Line 2:	15th Floor - Mike Grove		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	2689.119		
NAME OF SUBMITTER:	Harrison J. Roberts		
SIGNATURE:	/HJR/		
DATE SIGNED:	02/11/2015		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 5th day of February, 2015, between MATOSANTOS COMMERCIAL CORPORATION, a Puerto Rico corporation ("MCC"), EURO-CARIBE PACKING COMPANY, INC., a Puerto Rico corporation ("ECPC,"; together with MCC, individually, each a "Grantor", and collectively, "Grantors"), and BANK OF AMERICA, N.A., a national banking association (together with its successors and assigns, "Lender").

Recitals:

Grantors desire to obtain loans and other financial accommodations from Lender pursuant to that certain Loan and Security Agreement dated the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among Grantors and Lender.

Under the terms of the Loan Agreement, Grantors have granted to Lender a security interest in, among other property, certain intellectual property of Grantors, and have agreed as a condition thereof to execute this Agreement for recording with the U.S. Patent and Trademark Office, the Trademarks Registry of the Puerto Rico Department of State and other governmental authorities.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees with Lender as follows:

1. **Defined Terms.** Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

2. **Grant of Security.** Each Grantor hereby grants to Lender a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(i) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, together, in each case, with the goodwill symbolized thereby, including without limitation, the specific Trademarks listed on Exhibit A attached hereto (the "Trademarks");

(ii) 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;

(iii) 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

(iv) 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.

3. **Security for Obligations.** The grant of a security interest in the Collateral by each Grantor under this Agreement secures the performance of all Obligations of such Grantor now or hereafter

existing, whether direct or indirect, absolute or contingent, joint or several, including without limitation, the payment of all principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to Lender under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving either Grantor.

4. **Recordation.** Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

5. **Execution in Counterparts.** 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.

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

7. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

[Remainder of page intentionally left blank;
signatures appear on the following page.]

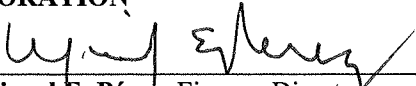
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered by a duly authorized officer as of the date first above written.

GRANTORS:

Address for Notices:

Matosantos Commercial Corporation
Cabo Caribe Industrial Park
A Street, Lot 23
Vega Baja, Puerto Rico 00693
Attn: Manuel Matosantos Vallecillo, President
Telecopy: (787) 793-0454

MATOSANTOS COMMERCIAL CORPORATION

By: 
Miguel E. Pérez, Finance Director

[CORPORATE SEAL]

Address for Notices:

Euro-Caribe Packing Company, Inc.
Cabo Caribe Industrial Park
A Street, Lot 23
Vega Baja, Puerto Rico 00693
Attn: Manuel Matosantos Vallecillo, President
Telecopy: (787) 793-0454

EURO-CARIBE PACKING COMPANY, INC.

By: 
Miguel E. Pérez, Finance Director

[CORPORATE SEAL]

[Signatures continue on the following page]



Address for Notices:

Bank of America, N.A.
300 Galleria Parkway, Suite 800
Atlanta, Georgia 30339
Attn: Matosantos Loan Administration
Telecopy: (312) 453-4665

LENDER:

BANK OF AMERICA, N.A.

By: _____

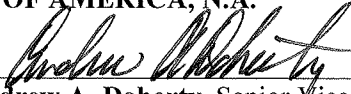

Andrew A. Doherty, Senior Vice President

Exhibit A

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Registration No.</u>	<u>Jurisdiction</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Club Cups	MCC	Registered	62744 ¹	Puerto Rico	September 11, 2007	Pending
Every Dinner	MCC	Registered	42790	Puerto Rico	April 2, 1998 ²	Pending
Classic Dinner Ware	MCC	Pending	63833	Puerto Rico	February 25, 2009	February 25, 2019
Safe-T	MCC	Registered	75391	Puerto Rico	November 16, 2007	November 16, 2017
Campoverde	MCC	Registered	74864	Puerto Rico	November 16, 2007	November 16, 2017
Spring Valley	MCC	Registered	71302	Puerto Rico	September 15, 2006	September 15, 2016
Wonderfoil	MCC	Registered	75081	Puerto Rico	May 21, 2007	May 21, 2017
Wonderbag	MCC	Registered	107145	Puerto Rico	February 2, 2009	February 2, 2019
Classic Foil	MCC	Pending	63392	Puerto Rico	February 2, 2009	Pending
Triumph	MCC	Registered	63394	Puerto Rico	February 2, 2009	February 2, 2019
Yummy	MCC	Registered	63391	Puerto Rico	February 2, 2009	February 2, 2019
Royal Plasticware	MCC	Registered	4,532,942	USPTO	May 20, 2014	May 20, 2024
Marquee	MCC	Pending	206955-21-0	Puerto Rico	December 10, 2014	Pending
Serranito	ECPC	Registered	74904	Puerto Rico	August 23, 2007	August 23, 2017
Congusto	ECPC	Registered	74398	Puerto Rico	August 30, 2007	August 30, 2017
Nauta	ECPC	Registered	107144	Puerto Rico	February 2, 2009	February 2, 2019

¹ Originally filed before the Department of State of the Commonwealth of Puerto Rico, on April 2, 1998, given registration number 42791. Replied on September 11, 2007 and given registration number 62744; pending before the Department of State of the Commonwealth of Puerto Rico.

² Renewal filed on March 2008; pending before the Department of State of the Commonwealth of Puerto Rico.