

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM558314

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pretium Packaging, L.L.C.		01/15/2020	Limited Liability Company: DELAWARE
Intertech Corporation		01/15/2020	Corporation: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KKR Loan Administration Services LLC, as Collateral Agent		
<b>Street Address:</b>	555 California Street, 50th Floor		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94104		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88409085	HEAT ZONE	
<b>Registration Number:</b>	5650354	SUREHANDLE	
<b>Registration Number:</b>	3664789	CAPTURING VALUE IN EVERY CONTAINER	
<b>Registration Number:</b>	3664790		
<b>Registration Number:</b>	3755075	ISCOOP	
<b>Registration Number:</b>	3505940	ECONOLIGHT	
<b>Registration Number:</b>	3288573	HEAT ZONE	
<b>Registration Number:</b>	2385951	PRETIUM PACKAGING	
<b>Registration Number:</b>	1781476	INTERTECH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>			
<b>Phone:</b>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		

CH \$240.00 88409085

<b>Address Line 2:</b>	One International Place, 23rd Floor
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110

<b>ATTORNEY DOCKET NUMBER:</b>	43082 / 094
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<b>NAME OF SUBMITTER:</b>	Christine Slattery
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<b>SIGNATURE:</b>	/Christine Slattery/
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<b>DATE SIGNED:</b>	01/21/2020
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**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 15, 2020 (this "Trademark Security Agreement"), made by each of the undersigned (each a "Grantor", and collectively, the "Grantors"), in favor of KKR LOAN ADMINISTRATION SERVICES LLC ("KLAS"), as Collateral Agent (as defined in the Security Agreement referred to below).

**WHEREAS**, reference is made to the Credit Agreement, dated as of January 15, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among POSEIDON MERGERCO, INC., a Delaware corporation (the "Initial Borrower"), GS PRETIUM HOLDINGS, INC., a Delaware corporation ("Company", and as the surviving entity after giving effect to the Closing Date Acquisition, the "Parent Borrower"), POSEIDON INVESTMENT INTERMEDIATE, INC., a Delaware corporation ("Holdings"), KLAS, as Administrative Agent and Collateral Agent, the other Borrowers and Guarantors party thereto from time to time, each Lender party thereto from time to time and WELLS FARGO BANK, NATIONAL ASSOCIATION, as ABL Agent.

**WHEREAS**, the Grantors are party to the Security Agreement, dated as of January 15, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Initial Borrower, Parent Borrower, Holdings, the other Grantors from time to time party thereto and the Collateral Agent for the benefit of the Secured Parties pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

**SECTION 2. Grant of Security Interest in Trademarks.** As security for the payment in full in cash or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in, all of such Grantor's right, title or interest in or to any and all of the Owned Trademarks included in the Collateral (the "Trademark Collateral"), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest.

**SECTION 3. Security Agreement.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and each Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantors when a counterpart hereof executed on behalf of each Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon each Grantor and its permitted successors and permitted assigns. This Trademark Security Agreement is a Loan Document.

SECTION 5. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

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

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Trademark Collateral under this Trademark Security Agreement.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, each 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.

INTERTECH CORPORATION,  
a North Carolina corporation,  
as Grantor

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

By: 

Name: Paul Kayser

Title: President

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

KKR LOAN ADMINISTRATION SERVICES LLC,  
as Collateral Agent

By: John Knox

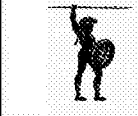
Name: John Knox


Title: Authorized Signatory

**SCHEDULE I TO TRADEMARK SECURITY AGREEMENT TRADEMARK***Registrations and Trademark Applications***UNITED STATES TRADEMARKS:***Applications –*

<b>Loan Party – Owner</b>	<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>
Pretium Packaging, L.L.C.	HEAT ZONE HEAT ZONE	88409085	30-Apr-2019

*Registrations –*

<b>Loan Party – Owner</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Pretium Packaging, L.L.C.	SUREHANDLE SUREHANDLE	5650354	08-Jan-2019
Pretium Packaging, L.L.C.	CAPTURING VALUE IN EVERY CONTAINER CAPTURING VALUE IN EVERY CONTAINER	3664789	04-Aug-2009
Pretium Packaging, L.L.C.	Design Only 	3664790	04-Aug-2009
Pretium Packaging, L.L.C.	ISCOOP ISCOOP	3755075	02-Mar-2010
Pretium Packaging, L.L.C.	ECONOLIGHT ECONOLIGHT	3505940	23-Sep-2008
Pretium Packaging, L.L.C.	HEAT ZONE	3288573	04-Sep-2007
Pretium Packaging, L.L.C.	PRETIUM PACKAGING	2385951	12-Sep-2000

Intertech Corporation	INTERTECH 	1781476	13-Jul-1993
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