

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559629

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Packaging Technology Group, Inc.		01/30/2020	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Massachusetts Capital Resource Company		
Street Address:	420 Boylston Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02720		
Entity Type:	Limited Partnership: MASSACHUSETTS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5864116	TRUETEMP NATURALS	
Registration Number:	5863994	TRUETEMP	
Registration Number:	5666539	HYDROSLEEVE	
Registration Number:	5311534	LIQUID ICE	
Registration Number:	4686079	COOLGEL	
Registration Number:	4052163	COOLBRICK	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	katie.bundy@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:	George W. Thibeault		
SIGNATURE:	/George W. Thibeault/		
DATE SIGNED:	01/30/2020		

OP \$165.00 5864116

Total Attachments: 16

source=2020_01_30_11_57_25#page1.tif

source=2020_01_30_11_57_25#page2.tif

source=2020_01_30_11_57_25#page3.tif

source=2020_01_30_11_57_25#page4.tif

source=2020_01_30_11_57_25#page5.tif

source=2020_01_30_11_57_25#page6.tif

source=2020_01_30_11_57_25#page7.tif

source=2020_01_30_11_57_25#page8.tif

source=2020_01_30_11_57_25#page9.tif

source=2020_01_30_11_57_25#page10.tif

source=2020_01_30_11_57_25#page11.tif

source=2020_01_30_11_57_25#page12.tif

source=2020_01_30_11_57_25#page13.tif

source=2020_01_30_11_57_25#page14.tif

source=2020_01_30_11_57_25#page15.tif

source=2020_01_30_11_57_25#page16.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Packaging Technology Group, Inc.

- Individual(s)
- Partnership
- Corporation- State: Massachusetts
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) January 30, 2020

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Massachusetts Capital Resource Company

Street Address: 420 Boylston Street

City: Boston

State: Massachusetts

Country: USA Zip: 02720

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship Massachusetts
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____
See attached schedule

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
See attached schedule

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: George W. Thibeault

Internal Address: _____

Street Address: 101 Federal Street Suite 1900

City: Boston

State: MA Zip: 02110

Phone Number: 617-248-7520

Docket Number: _____

Email Address: thibeault@tht.com

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

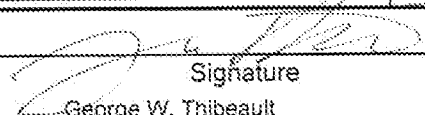
8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: _____

January 30, 2020
Date


Signature
George W. Thibeault

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 16

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 006850 FRAME: 0602

ADDITIONAL SHEET
TO
RECORDATION FORM COVER SHEET (Trademarks)

Conveying Party: Packaging Technology Group, Inc.
Receiving Party: Massachusetts Capital Resource Company

	Registration Date	Registration Number
TRUEtemp NATURALS	September 17, 2019	5864116
TRUETEMP	September 17, 2019	5863994
HYDROSLEEVE	January 29, 2019	5666539
LIQUID ICE	October 17, 2017	5311534
COOLGEL	February 10, 2015	4686079
COOLBRICK	November 8, 2011	4052163

The obligations evidenced by this instrument are subject to the terms and conditions of a certain Intercreditor Agreement dated as of January 30, 2020, by and among Massachusetts Capital Resource Company, a Massachusetts special purpose limited partnership, Webster Bank, National Association, a national banking association, and Packaging Technologies Group, Inc., a Massachusetts corporation and certain of its affiliates signatory thereto.

Execution Copy

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated January 30, 2020, is executed by and between Packaging Technology Group, Inc., a Massachusetts corporation, having a principal place of business located at 565 Commerce Drive, Fall River, Massachusetts 02720 (the “**Debtor**”) and Massachusetts Capital Resource Company, a Massachusetts special purpose limited partnership, having offices located at 420 Boylston Street, Boston, Massachusetts 02116 (the “**Secured Party**”).

RECITALS

A. Pursuant to the terms of that certain Note and Warrant Purchase Agreement of even date herewith (as the same may be amended, restated or otherwise modified from time to time, the “**Purchase Agreement**”) by and between the Debtor and the Secured Party, the Secured Party has made, or may make, certain loan to the Debtor (the “**Loan Facility**”), as evidenced by the Notes, of even date herewith, in the original aggregate principal amount of \$1,750,000, (as the same may be amended, restated or otherwise modified from time to time, the “**Notes**”) made by the Debtor payable to the order of the Secured Party. Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Purchase Agreement.

B. To induce Secured Party to the establish the Loan Facility in favor of Debtor pursuant to the terms of the Purchase Agreement, Debtor desires to grant a security interest to Secured Party in all of Debtor’s right title and interest, whether presently existing or hereafter acquired in, to and under all of the Collateral (as defined in Section 1 hereof).

C. This Intellectual Property Security Agreement is being granted in addition to, and in conjunction with, that certain Security Agreement of even date between the Debtor and the Secured Party (as the same may be amended, restated or otherwise modified from time to time, referred to herein as the “**Security Agreement**”) and is intended to be read and interpreted in harmony with the Security Agreement. Any conflicts between the provisions of this Agreement and the Security Agreement shall be resolved in favor of (i) the more restrictive provision when considering the obligations of the Debtor, and (ii) the more favorable provision when considering the rights and remedies of the Secured Party.

NOW, THEREFORE, in consideration of the premises set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Security Interest.** As security for the Obligations described in Section 2 hereof, the Debtor hereby grants to the Secured Party a security interest in, and pledges and assigns to the Secured Party, the property described below, together with any and all accessions, additions

and improvements thereto and substitutions and replacements and proceeds thereof (hereinafter referred to collectively as the “**Collateral**”):

(a) All of the following property, now owned or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest (collectively, the “**Patents**”): (i) all letters patent of, or rights corresponding thereto, in the United States or in any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto, in the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (ii) all reissues, continuations, continuations-in-part or extensions thereof; (iii) all petty patents, divisionals, and patents of addition; and (iv) all patents to be issued under any such applications, including, without limitation, all of the foregoing set forth on Schedule A attached hereto;

(b) All of the following property, now owned or hereafter acquired by the Debtor in which the Debtor now holds or hereafter acquires any interest (collectively, the “**Copyrights**”): (i) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof, or of any other country; (ii) all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, of any State thereof, or of any other country; (iii) all continuations, renewals or extensions thereof; and (iv) all registrations to be issued under any pending applications, including, without limitation, all of the foregoing set forth on Schedule B attached hereto;

(c) All of the following property, now owned or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest (collectively, the “**Trademarks**”): (i) all trademarks (registered, common law or otherwise), tradenames, corporate names, business names, trade styles, service marks, logos, other source or business identifiers (and all goodwill associated therewith), prints and labels on which any of the foregoing have appeared or appear, and designs of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and (ii) all reissues, extensions or renewals thereof, including, without limitation, all of the foregoing set forth on Schedule C attached hereto;

(d) Any Patent license, Copyright license, Trademark license or other license of rights or interests now held or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest and any renewals or extensions thereof, including, without limitation, all of the foregoing set forth on Schedule D attached hereto;

(e) Debtor’s software, source codes, trade secrets and inventions (whether or not patented or patentable);

(f) Debtor’s technical information, procedures, processes, designs, knowledge, and know-how; Debtor’s data bases, models and drawings;

(g) Debtor's skill, expertise, and experience; Debtor's websites, world wide web addresses, domain names, URL's, moral rights, publicity rights, mask works and any other proprietary, intellectual or industrial proprietary rights of any kind or nature that do not compromise or are not protected by the Patents, Trademarks, Copyrights or Licenses;

(h) Debtor's applications therefor and reissues, extensions, or renewals thereof; and

(i) Debtor's goodwill associated with any of the foregoing, together with Debtor's rights to sue and collect damages for past, present and future infringement of the foregoing and the goodwill associated therewith.

2. Secured Obligations. The security interest hereby granted shall secure the due and punctual payment and performance of the Purchase Agreement and the Notes issued pursuant thereto, including, without limitation all Indebtedness of the Debtor to the Secured Party (collectively, the "**Obligations**").

3. Special Warranties and Covenants of the Debtor. The Debtor hereby warrants and covenants to the Secured Party that:

(a) The address shown at the beginning of this Agreement is the principal place of business of the Debtor (the "**Premises**"). The Debtor will not, without at least ten (10) days prior written notice to the Secured Party, change (i) its principal place of business, (ii) any other place of business, or (iii) the location of any single item or related group of items of Collateral if in case of either (ii) or (iii) above such change of location of Collateral would require the Secured Party to file any additional financing statement to perfect its security interests in such Collateral.

(b) Except for the security interest granted hereby, and for Permitted Liens, the Debtor is, and as to the Collateral acquired after the date hereof the Debtor will be, the owner of the Collateral free from any lien, security interest, or encumbrance (other than liens or encumbrances arising by operation of law or the Loan Documents or Permitted Liens), and the Debtor will defend the Collateral against all claims and demands of all other persons. To the best of the Debtor's knowledge and belief, no other financing statement or filing covering any of the Collateral is on file nor will the Debtor knowingly permit any adverse financing statement or filing to be on file in any public office except such filings that evidence the Secured Party's security interest in the Collateral and other filings evidencing Permitted Liens.

(c) The Debtor warrants that it is the owner by proper and valid assignment of all of the Collateral, and that, except for sales or dispositions not material in value and not material to the Debtor's business, it will not sell or otherwise dispose of any of the Collateral or any interest therein without the prior written consent of the Secured Party such consent not to be unreasonably withheld, delayed, or conditioned.

(d) The Debtor will promptly deliver, in form and substance satisfactory to the Secured Party (or if permitted by law, the Secured Party may itself execute and file, and at the Secured Party's request, the Debtor will join with the Secured Party in executing, in all public offices wherever filing is deemed by the Secured Party to be necessary or desirable) such

financing statements, filings, certificates and other documents or instruments to enable the Secured Party to perfect or from time to time renew the security interests granted hereby, and to perfect or from time to time renew a security interest in any additional Collateral hereafter acquired by the Debtor or in any replacements or proceeds thereof.

(e) The Debtor does not, and in the absence of prior written notice to the Secured Party, the Debtor will not, conduct business under any trade name or name other than its corporate name.

(f) The Schedules hereto are intended to, and Debtor represents the Schedules do include as Collateral, all intellectual property now held by the Debtor, and may be updated from time to time as necessary or at the request of the Secured Party to include any hereafter acquired intellectual property. The Debtor will, in addition, from time to time at the request of the Secured Party, do, make, execute and deliver all such additional and further acts, things, deeds, assurances and instruments as the Secured Party may require more completely to vest or confirm in and assure to the Secured Party its rights hereunder and in and to the Collateral.

(g) At its option, the Secured Party may discharge taxes (except those contested in good faith), liens, security interests, or other encumbrances (other than those permitted herein) at any time levied or placed on the Collateral, and may pay for and take any other action which it deem appropriate for the maintenance and preservation of the Collateral. The Debtor shall reimburse the Secured Party on demand for any payment made, or any expenses incurred, by the Secured Party pursuant to this Section 3(g).

(h) The Debtor shall notify the Secured Party promptly of all material claims against the Collateral. The Debtor shall not settle any material dispute or claim without the Secured Party's consent, not to be unreasonably withheld, delayed, or conditioned, unless such settlement has no adverse impact on the Collateral or the Secured Party's security interest therein. Upon the occurrence of any Event of Default (as defined in Section 4 hereof) and while same is continuing, the Secured Party may settle or adjust disputes or claims directly with customers or account debtors for amounts and upon terms which they consider reasonably advisable; and where the Debtor receives collateral of any kind or nature by reason of transactions between itself and its customers or account debtors, it will hold the same on the Secured Party's behalf, subject to the Secured Party's instructions, and as property forming part of the Collateral, except to the extent Debtor disposes of same pursuant to the provisions of the Purchase Agreement.

4. Events of Default. The occurrence of any one or more of the "Events of Default" as defined in the Purchase Agreement and/or the Security Agreement shall constitute an Event of Default under this Security Agreement while same is continuing.

5. Remedies. Upon and after the occurrence and during the continuance of an Event of Default, all of the Obligations may, at the option of the Secured Party and without demand, notice or legal process of any kind, be declared, and immediately shall become, due and payable.

Upon and after the occurrence and during the continuance of an Event of Default, the Secured Party shall have the following additional rights and remedies:

(a) All of the rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law or at equity, all of which rights and remedies shall be cumulative and non-exclusive, to the extent permitted by law, in addition to any other rights and remedies contained in this Security Agreement or in any document, instrument or agreement evidencing, governing or securing the Obligations.

(b) The right to (i) take possession of the Collateral, without resort to legal process and without prior notice to Debtor, and for that purpose Debtor hereby irrevocably appoint the Secured Party its attorney-in-fact to enter upon any premises on which the Collateral or any part thereof may be situated and remove the Collateral therefrom, or (ii) require the Debtor to assemble the Collateral and make it available to Secured Party in a place to be designated by the Secured Party within 50 miles of Debtor's chief executive office, in its sole discretion. Subject to the provisions of any applicable lease, the Debtor shall make available to the Secured Party all premises, locations and facilities necessary for the Secured Party's taking possession of the Collateral or for removing or putting the Collateral in saleable form.

(c) The right to sell or otherwise dispose of all or any part of the Collateral by public or private sale or sales. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party will give the Debtor at least ten (10) business days prior written notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition (which may include, without limitation, a public sale or lease of all or part of the Collateral) is to be made. The Debtor agrees that ten (10) business days is a reasonable time for such notice. The Secured Party, its employees, attorneys and agents may bid and become purchasers at any such sale, if public, and may purchase at any private sale any of the Collateral that is of a type customarily sold on a recognized market or which is subject to widely distributed standard price quotations. Any public or private sale shall be free from any right of redemption which the Debtor waives and releases. If there is a deficiency after such sale and the application of the net proceeds from such sale, the Debtor shall be responsible for the same, with interest.

(d) The Secured Party shall have the right (and Debtor irrevocably appoint the Secured Party as attorney-in-fact for the Debtor for this purpose, such appointment being coupled with an interest and exercisable during the continuance of an Event of Default), without prior notice to Debtor and without resort to legal process, to notify the persons liable for payment of the Accounts (as defined in the Uniform Commercial Code) at any time and direct such persons to make payments directly to the Secured Party, and to perform all acts the Debtor could take to collect on the Account, including, but without limitation, the right to notify postal authorities to change the address for delivery, open mail, endorse checks, bring collection suits, and realize upon Collateral securing the Accounts. At the Secured Party's request, during the continuance of an Event of Default, all bills and statements sent by the Debtor to the persons liable for payments of the Accounts shall state that they have been assigned to, and are solely payable to, the Secured Party, and Debtor shall direct persons liable for the payment of the Accounts to pay directly to the Secured Party any sums due or to become due on account thereof.

6. Governmental Approvals. The Secured Party acknowledges that in connection with any exercise by the Secured Party of its rights hereunder to dispose of or operate under the authorizations, permits and licenses covered hereby, it may be necessary to obtain the prior

consent or approval of certain governmental authorities or instrumentalities. Notwithstanding anything to the contrary contained herein or in any security document, neither the Secured Party nor the Debtor will take any action pursuant to this Agreement or any of the security documents which would constitute or result in any assignment of a license, if such assignment of license would require under then existing law, the prior approval of any governmental authority or instrumentality, without first obtaining such approval of such governmental authority or instrumentality. Upon the exercise by the Secured Party of any power, right, privilege or remedy pursuant to this Agreement which requires any consent, approval, recording, qualification or authorization of any governmental authority or instrumentality, the Debtor will execute and deliver, or will cause the execution and delivery of, all applications, certificates, instruments and other documents and papers that the Secured Party may be required to obtain for such governmental consent, approval, recording, qualification or authorization.

7. Waivers

(a) **THE SECURED PARTY AND DEBTOR KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING HEREAFTER INSTITUTED BY OR AGAINST THE SECURED PARTY OR THE DEBTOR IN RESPECT OF THIS SECURITY AGREEMENT, ANY DOCUMENT, INSTRUMENT OR AGREEMENT EVIDENCING, GOVERNING OR SECURING THE OBLIGATIONS HEREBY SECURED OR THE COLLATERAL (THE "LOAN DOCUMENTS").**

(b) **THE DEBTOR HEREBY ACKNOWLEDGES THAT THIS SECURITY AGREEMENT IS PART OF A COMMERCIAL TRANSACTION.**

(c) **THE DEBTOR WAIVES NOTICE OF NON-PAYMENT, DEMAND, PRESENTMENT, PROTEST OR NOTICE OF PROTEST OF THE COLLATERAL AND ALL OTHER NOTICES (EXCEPT TO THE EXTENT EXPRESSLY PROVIDED FOR HEREIN OR IN THE PURCHASE AGREEMENT), CONSENTS TO ANY RENEWALS OR EXTENSIONS OF TIME OF PAYMENT THEREOF AND GENERALLY WAIVES ANY AND ALL SURETYSHIP DEFENSES AND DEFENSES IN THE NATURE THEREOF.**

8. General

(a) No waiver by the Secured Party of any failure to pay or perform shall be effective unless in writing nor operate as a waiver of any other failure to pay or perform or of the same failure to pay or perform on a future occasion, nor shall the failure or delay of the Secured Party to exercise, or the partial exercise of, any right, power or privilege provided for hereunder in any circumstances preclude the full exercise of such right, power or privilege in the same or similar circumstances in the future or the exercise of any other right or remedy.

(b) This Security Agreement is intended as the final, complete and exclusive statement of the provisions contained in this Security Agreement. No amendment, modification, termination or waiver of any provision of this Security Agreement or consent to any departure by the Debtor therefrom shall, in any event, be effective unless the same shall be in writing and

signed by the Secured Party and Debtor. Any waiver of, or consent to any departure from, any provision of this Security Agreement shall be effective only in the specific instance of and for the specific purpose for which it is given, and shall not be deemed to extend to similar situations or to the same situation at a subsequent time. No notice to or demand upon the Debtor shall in any case entitle Debtor to any other or further notice or demand in similar or other circumstances.

(c) The Debtor hereby irrevocably authorizes the Secured Party at any time and from time to time to file initial financing statements, continuation statements and amendments thereto and such other filings in such locations and offices as the Secured Party shall deem necessary or appropriate to perfect the security interest granted herein, which such initial financing statements and such other filings may (a) indicate the Collateral (i) as all assets of the Debtor or words of similar effect regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment. Without limiting the generality of the foregoing, such other information may include, among other things, (i) whether the Debtor is an organization, the type of organization and any organization identification number issued to the Debtor, and (ii) in the case of a financing statement filed as a fixture filing or indication Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. The Debtor agrees to furnish such information to the Secured Party promptly upon request. The Debtor also ratifies its authorization for the Secured Party to have filed any like initial financing statements or amendments thereto if filed prior to the date hereof.

(d) All rights of the Secured Party hereunder shall inure to the benefit of its successors and assigns, and all obligations of the Debtor shall bind its successors and assigns. The Secured Party shall have the unrestricted right at any time or from time to time, and without the Debtor's consent, to assign all or any portion of its rights and obligations hereunder to one or more banks or other financial institutions (each, an "Assignee"), and the Debtor agrees that it shall execute, or cause to be executed, such documents, including without limitation, amendments hereto and to any other documents executed in connection herewith or pursuant hereto as the Secured Party shall deem reasonably necessary to effect the foregoing. Upon the execution and delivery of appropriate assignment documentation, amendments and any other documentation required by the Secured Party in connection with such assignment, and the payment by Assignee of the purchase price agreed to by the Secured Party and such Assignee, such Assignee shall have all of the rights and obligations of the Secured Party hereunder (and under any and all other Loan Documents) to the extent that such rights and obligations have been assigned by the Secured Party pursuant to the assignment documentation between the Secured Party and such Assignee, and the Secured Party shall be released from its obligations hereunder and thereunder to a corresponding extent.

(e) Debtor shall pay to the Secured Party on demand any and all costs and expenses, including reasonable attorney's fees, costs and expenses relating to the appraisal and/or valuation of assets and all costs and expenses incurred or paid by the Secured Party in exercising, collecting, establishing, defending, preserving, protecting, or enforcing any of its rights in the Collateral or under any of the Obligations unless such amounts are directly

attributable to a claim in which it is finally determined by a court of competent jurisdiction that the Secured Party had acted with gross negligence or willful misconduct.

(f) This Agreement and the security interest created hereby shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts.

(g) Whenever possible, each provision of this Security Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Security Agreement shall to any extent be held invalid or unenforceable, then only such provision shall be deemed ineffective and the remainder of this Security Agreement shall not be affected.

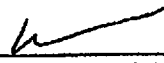
(h) Debtor hereby acknowledges receipt of a full completed copy of this Security Agreement.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed as a sealed instrument as off the date first above written.

DEBTOR:

PACKAGING TECHNOLOGY GROUP, INC.

By: 
William C. Blezard, President and Chief
Executive Officer

SECURED PARTY:

**MASSACHUSETTS CAPITAL RESOURCE
COMPANY**

By: _____
Daniel P. Corcoran, Jr., Managing Director

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed as a sealed instrument as off the date first above written.


DEBTOR:

PACKAGING TECHNOLOGY GROUP, INC.

By: _____
William C. Blezard, President and Chief
Executive Officer

SECURED PARTY:

**MASSACHUSETTS CAPITAL RESOURCE
COMPANY**

By: 

Daniel P. Corcoran, Jr., Managing Director

SCHEDULE A
Patent Registrations
Patent Applications

Client/ Division	Docket Number	Country	Title	Status	Case Type	Application Date	Application Number	Grant Date	Patent Number	Expiration Date	Next Tax Date
Packaging Technology Group, Inc.	P02542-CA	Canada	PHASE CHANGE MATERIAL BLADDER FOR USE IN A TEMPERATURE CONTROLLED PRODUCT SHIPPER	Filed	Regular	05-09-2014	2912231				05-09-2020
Packaging Technology Group, Inc.	P02542-US	United States	PHASE CHANGE MATERIAL BLADDER FOR USE IN A TEMPERATURE CONTROLLED PRODUCT SHIPPER	Granted	Regular	05-10-2013	13891259	02-23-2016	9267722	10-08-2033	08-23-2023
Packaging Technology Group, Inc.	P02542-US1	United States	TEMPERATURE CONTROLLED PRODUCT SHIPPER	Granted	Regular	02-03-2016	15014428	05-14-2019	10288337	10-08-2033	11-14-2022
Packaging Technology Group, Inc.	P02542-US2	United States	METHOD OF PACKING A TEMPERATURE SENSITIVE PRODUCT	Granted	Regular	01-08-2017	15401050	09-24-2019	10422565	05-10-2033	03-24-2023
Packaging Technology Group, Inc.	P02542-US3	United States	TEMPERATURE CONTROLLED PRODUCT SHIPPER	Filed	Regular	09-23-2019	16579755				
Packaging Technology Group, Inc.	P03457-US	United States	SHIPPER FOR LYOPHYLIZED PRODUCT INCLUDING INTERNAL THERMAL DUNNAGE	Docketed	Provisional Filing						
Packaging Technology Group, Inc.	P03521-US	United States	CRYOGENIC VESSEL INSERT	Filed	Design	05-29-2019	29692879				

SCHEDULE B

**Copyright Registrations
Copyright Applications**

Not Applicable

SCHEDULE C

**Trademark Registration
Trademark Applications**

Trademark	Registration Date	Registration Number
TRUEtemp NATURALS	September 17, 2019	5864116
TRUETEMP	September 17, 2019	5863994
HYDROSLEEVE	January 29, 2019	5666539
LIQUID ICE	October 17, 2017	5311534
COOLGEL	February 10, 2015	4686079
COOLBRICK	November 8, 2011	4052163

SCHEDULE D
Licenses

Not Applicable