

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
RANPAK CORP.		04/20/2011	CORPORATION: OHIO

**RECEIVING PARTY DATA**

<b>Name:</b>	BANK OF AMERICA, N.A., as Collateral Agent
<b>Street Address:</b>	1455 Market Street
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94103
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Registration Number:	3319776	ACCUFILL
Registration Number:	1743855	AUTOPAD
Registration Number:	1632318	BECAUSE IT'S THE ONLY EARTH WE HAVE
Registration Number:	2139824	
Registration Number:	1755275	
Registration Number:	1667638	
Serial Number:	85220063	FILLPAK
Registration Number:	2863588	FILLPAK
Registration Number:	3093937	FILLPAK TT
Registration Number:	2058679	JUNIOR
Registration Number:	1974015	PAD-N-PAK
Registration Number:	1281498	PADPAK
Registration Number:	1308628	PADPAK
Registration Number:	1937015	PADPAK JR.

**CH \$565.00 3319776**

Registration Number:	3366688	PAPERSTAR
Serial Number:	85203373	PULLPAK
Registration Number:	1581497	PYROPAK
Registration Number:	1938171	RANPAK
Registration Number:	1906304	RANPAK
Registration Number:	1827420	RANPAK
Registration Number:	2845200	RANPAK SPECIAL HANDLING
Registration Number:	3790614	WRAPPAK

**CORRESPONDENCE DATA**

Fax Number: (213)430-6407  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (213) 430-8308  
Email: sgordon@omm.com  
Correspondent Name: Shari L. Gordon  
Address Line 1: 400 S. Hope Street  
Address Line 2: 18th Floor  
Address Line 4: Los Angeles, CALIFORNIA 90071-2899

ATTORNEY DOCKET NUMBER:	028,287-357
NAME OF SUBMITTER:	Shari L. Gordon
Signature:	/Shari L. Gordon/
Date:	05/15/2011

**Total Attachments: 7**  
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 20, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, this **“Agreement”**), is made by the entities identified as grantors on the signature pages hereto (collectively, the **“Grantors”**) in favor of Bank of America, N.A., as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the **“Collateral Agent”**).

**WHEREAS**, the Grantors are party to a U.S. Second Lien Pledge and Security Agreement dated as of April 20, 2011 (the **“Pledge and Security Agreement”**) between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

### **SECTION 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### **SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the **“Trademark Collateral”**):

all United States trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

**SECTION 3. Security Agreement, First Lien Intercreditor Agreement and Pari Passu Intercreditor Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors 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 Pledge and 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement and the Pari Passu Intercreditor once executed. If any conflict or inconsistency exists between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control. If any conflict or inconsistency exists between the terms of the Pari Passu Intercreditor Agreement, once executed, and this Agreement, the terms of the Pari Passu Intercreditor Agreement shall govern and control.

**SECTION 4. Governing Law**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

**SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed

an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**RANPAK CORP.**

By: \_\_\_\_\_

Name: David M. Gabrielsen

Title: President and Chief Executive Officer

**BANK OF AMERICA, N.A.**

By: \_\_\_\_\_

Name:

Title:

**IN WITNESS WHEREOF**, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**RANPAK CORP.**

By: \_\_\_\_\_  
Name: David M. Gabrielsen  
Title: President and Chief Executive Officer

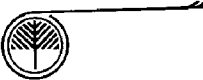
**BANK OF AMERICA, N.A.**

By: Robert Rittelmeier  
Name: ROBERT RITTELMAYER  
Title: VICE PRESIDENT


**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Owner: Ranpak Corp.**

	<b>Trademark/ Image if any</b>	<b>Application Number Registration Number</b>	<b>Application Date Registration Date</b>	<b>Status</b>
1.	ACCUFILL	78567230 3319776	2005-02-2005 2007-10-23	REGISTERED
2.	AUTOPAD	74108287 1743855	1990-10-19 1992-12-29	REGISTERED RENEWED
3.	BECAUSE IT'S THE ONLY EARTH WE HAVE	74029083 1632318	1990-02-15 1991-01-22	REGISTERED RENEWED
4.	DESIGN ONLY 	75082151 2139824	1996-04-01 1998-02-24	REGISTERED RENEWED
5.	DESIGN ONLY 	74280875 1755275	1992-06-03 1993-03-02	REGISTERED RENEWED
6.	DESIGN ONLY 	74095398 1667638	1990-09-10 1991-12-10	REGISTERED RENEWED
7.	FILLPAK	85220063 ---	2011-01-18 ---	PENDING
8.	FILLPAK	78122210 2863588	2002-04-17 2004-07-13	CANCELLED
9.	FILLPAK TT	78355606 3093937	2004-01-22 2006-05-16	REGISTERED
10.	JUNIOR	74708197 2058679	1995-07-31 1997-05-06	REGISTERED RENEWED
11.	PAD-N-PAK	74469270 1974015	1993-12-13 1996-05-14	REGISTERED RENEWED



	<b>Trademark/ Image if any</b>	<b>Application Number Registration Number</b>	<b>Application Date Registration Date</b>	<b>Status</b>
12.	PADPAK	73418206 1281498	1983-03-21 1984-06-12	REGISTERED RENEWED
13.	PADPAK	73414271 1308628	1983-02-22 1984-12-11	REGISTERED RENEWED
14.	PADPAK JR.	74596441 1937015	1994-11-08 1995-11-21	REGISTERED RENEWED
15.	PAPERSTAR	78613367 3366688	2005-04-21 2008-01-08	REGISTERED
16.	PULLPAK	85203373 ---	2010-12-21 ---	PENDING ITU
17.	PYROPAK 	73808435 1581497	1989-06-22 1990-02-06	REGISTERED RENEWED
18.	RANPAK	74562185 1938171	1994-08-17 1995-11-28	REGISTERED RENEWED
19.	RANPAK	74182867 1906304	1991-07-08 1995-07-18	REGISTERED RENEWED
20.	RANPAK	74182866 1827420	1991-07-08 1994-03-22	REGISTERED RENEWED
21.	RANPAK SPECIAL HANDLING 	75980428 2845200	1998-04-03 2004-05-25	REGISTERED
22.	WRAPPAK	77341857 3790614	2007-12-01 2010-05-18	REGISTERED