

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM344356

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Neway Packaging Corp.		05/18/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	Two North Lake Ave., Suite 440		
<b>City:</b>	Pasadena		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91101		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2764107	VIPER TAPE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	(877) 374-6188		
<b>Email:</b>	pmartinez@nationalcorp.com		
<b>Correspondent Name:</b>	Patricia Martinez		
<b>Address Line 1:</b>	523 West 6th Street, Suite 544		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90014		
<b>ATTORNEY DOCKET NUMBER:</b>	L083964		
<b>NAME OF SUBMITTER:</b>	Robin Dunn		
<b>SIGNATURE:</b>	/Robin Dunn/		
<b>DATE SIGNED:</b>	06/11/2015		
<b>Total Attachments: 10</b>			
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**INTELLECTUAL PROPERTY SUPPLEMENT TO  
CREDIT AND SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SUPPLEMENT TO CREDIT AND SECURITY AGREEMENT** ("Supplement"), dated as of May 18, 2015, is made by **NEWAY PACKAGING CORP.**, a corporation formed under the laws of the State of California (the "Grantor"), with an address at 1973 E. Via Arado, Rancho Dominguez, CA 90220, in favor of **PNC BANK, NATIONAL ASSOCIATION** ("Lender"), with an address at Two North Lake Avenue, Suite 440, Pasadena, California 91101, under the Revolving Credit and Security Agreement (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") among Lender and Grantor.

**RECITALS**

A. Concurrently herewith, Grantor and Lender are entering into the Loan Agreement and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement, the "Loan Documents"). Pursuant to the Loan Documents, Grantor has granted to Lender a security interest in, among other things, all of Grantor's present and future general intangibles, including, without limitation, trademarks, patents, copyrights and other "Collateral" (as defined in the Loan Agreement); and

B. Grantor and Lender desire to supplement the Loan Agreement to make specific reference to the trademarks, patents, copyrights and other intellectual property set forth below. The Loan Agreement shall continue in full force and effect with respect to the Collateral described therein. By entering into this Supplement, the parties do not intend to imply that the trademarks, patents, copyrights and other intellectual property set forth below are not covered and perfected by any other Loan Documents, including, without limitation, the Loan Agreement.

NOW, THEREFORE, Grantor hereby grants, represents, warrants, covenants and agrees as follows:

**AGREEMENT**

1. Grant of Security Interest. Grantor hereby grants to Lender a security interest in all of Grantor's right, title and interest in the Collateral, including, without limitation, the following, whether now existing or hereafter arising, to secure the payment and performance of all "Obligations" (as defined in the Loan Agreement):

(a) All United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, maskworks, software, computer programs and other works of authorship subject to United States copyright protection listed in Exhibit A to this Agreement (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all applications for copyright registrations (including applications for copyright registrations of derivative works and compilations)

(collectively, the "Registered Copyrights"), and any and all royalties, payments, and other amounts payable to Grantor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present, and future infringements of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto.

(b) All copyrights, maskworks, software, computer programs and other works of authorship subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (the "Unregistered Copyrights"), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present, and future infringements of the Unregistered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights."

(c) All right, title and interest in and to any and all license agreements with respect to the Copyrights.

(d) All accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with or relating to the Copyrights.

(e) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(f) All trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing, and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part of the foregoing.

2. Loan Agreement. This security interest is granted in conjunction with the security interests granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Subject to Section 3(f) below, Grantor has no Registered Copyrights except those listed in Exhibit A hereto.

(b) Grantor has no Patents except those listed in Exhibit B hereto.

(c) Grantor has no Trademarks which are registered with the United States Patent and Trademark Office, or for which application for such registration has been made and not been abandoned, except those listed on Exhibit C hereto.

(d) Grantor shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to Grantor all rights of authorship to any copyrighted material in which Grantor has or may subsequently acquire any right or interest.

(e) Grantor shall promptly advise Lender of any Trademark, Patent or Copyright not specified in this Agreement, which is hereafter acquired by Grantor and advise Lender whether any other party has any interest in such Trademark, Patent or Copyright.

(f) Grantor does not, and will not, own or acquire any maskworks, software, computer programs, or other works of authorship, that are registered with the United States Copyright Office (or subject of any application for such registration), except if and to the extent Grantor has: (i) provided Lender with at least 30 days prior written notice thereof (or such fewer number of days, if any, that Lender in its good faith business judgment may permit in writing with respect to any specific proposed registration/application), (ii) provided Lender with a copy of the specific proposed registration/application, and (iii) has executed and delivered to Lender such security agreement(s) and other documentation (in form and substance reasonably satisfactory to Lender) which Lender in its good faith business judgment may require for filing with the United States Copyright Office with respect to such registration or application.

4. Authority to Amend Exhibits. Grantor authorizes Lender and appoints Lender as its attorney to amend or supplement the Exhibits hereto, from time to time at Lender's option, to add Patents, Trademarks, Copyrights, and other intellectual property of Grantor which are not reflected in said Exhibits. All said acts of said attorney are hereby ratified and approved, and said attorney shall not be liable for any acts of omission or commission nor for any error of judgment or mistake of fact or law, unless done maliciously or with gross (not mere) negligence (as determined by a court of competent jurisdiction in a final non-appealable judgment); this power being coupled with an interest is irrevocable while any of the Obligations remain unpaid.

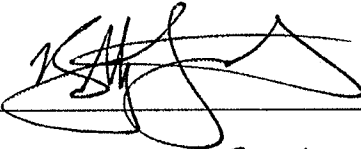
5. General. All terms and conditions of the Loan Agreement shall continue in full force and effect, and Grantor represents and warrants to Lender that all representations and warranties set forth in the Loan Agreement, as supplemented hereby, are true and correct as of the date hereof. This Supplement is an integral part of the Loan Agreement and the provisions of the Loan Agreement are incorporated herein by reference.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Supplement has been executed as of the date first written above.

**PNC BANK, NATIONAL ASSOCIATION**

**NEWAY PACKAGING CORP.**

By  \_\_\_\_\_

By \_\_\_\_\_

Name Robert Fuentes

Name \_\_\_\_\_

Title Assistant Vice President

Title \_\_\_\_\_

IN WITNESS WHEREOF, this Supplement has been executed as of the date first written above.

**PNC BANK, NATIONAL ASSOCIATION**

**NEWAY PACKAGING CORP.**

By \_\_\_\_\_

By Russell E. Freckburg

Name \_\_\_\_\_

Name Russell E Freckburg

Title \_\_\_\_\_

Title President



EXHIBIT A

REGISTERED COPYRIGHTS

(including copyrights that are the subject of an application for registration)

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		

EXHIBIT B

PATENTS

**Patents Issued:** NONE

<u>Country</u>	<u>Patent No./ Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Description</u>

**Patent Applications:** NONE

<u>Country</u>	<u>Patent No./ Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Description</u>

EXHIBIT C  
TRADEMARKS

<u>COUNTRY/ OWNER</u>	<u>MARK</u>	<u>STATUS APP. NO. APP. DATE</u>	<u>REG. NO. REG. DATE</u>
Neway Packaging Corp.	Viper Tape	78004292 April 14, 2000 (Renewed 8/16/2013)	2764107 September 16, 2003