

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410500

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hilex Poly Co. LLC		12/29/2016	Limited Liability Company: DELAWARE
Duro Hilex Poly, LLC		12/29/2016	Limited Liability Company: DELAWARE
PDOC, LLC		12/29/2016	Limited Liability Company: DELAWARE
Wisconsin Film & Bag, Inc.		12/29/2016	Corporation: WISCONSIN
Burrows Paper Corporation		12/29/2016	Corporation: NEW YORK
Fortune Plastics, Inc.		12/29/2016	Corporation: CONNECTICUT
Bagcraftpapercon I, LLC		12/29/2016	Limited Liability Company: DELAWARE
Bagcraftpapercon IV, LLC		12/29/2016	Limited Liability Company: DELAWARE
Pac Paper, LLC		12/29/2016	Limited Liability Company: DELAWARE
Bagcraftpapercon, LLC		12/29/2016	Limited Liability Company: DELAWARE
Novolex Holdings, Inc.		12/29/2016	Corporation: DELAWARE
Accutech Films, Inc.		12/29/2016	Corporation: OHIO
Heritage Bag Company		12/29/2016	Corporation: TEXAS
De Luxe Packaging Corp.		12/29/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch, as Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 99

Property Type	Number	Word Mark
Serial Number:	86324855	NOVOLEX
Serial Number:	86380305	DURO

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86380377	HILEX
Serial Number:	86377287	NOVOLEX
Serial Number:	86377327	NOVOLEX
Serial Number:	86380373	DURO BAG A NOVOLEX BRAND
Serial Number:	86380397	HILEX POLY A NOVOLEX BRAND
Serial Number:	86551982	
Serial Number:	86552029	
Serial Number:	87183503	NOVO-DRY
Serial Number:	73601765	QUIKMATE
Serial Number:	73610399	ROLLMATE
Serial Number:	73729431	MINIMATE
Serial Number:	73740971	ROLLMATE II
Serial Number:	74240965	QUIKMATE EZ
Serial Number:	74368277	QUIKMATE MINI
Serial Number:	75278309	QUIKTAB
Serial Number:	75627557	QUIKSTAR
Serial Number:	76622912	BAG-2-BAG
Serial Number:	85518509	THINK 6
Serial Number:	85501990	ROLLSTAR
Serial Number:	86630115	ULTRA PRIME
Serial Number:	86630138	ULTRA PRIME PREMIUM T-SHIRT BAGS
Serial Number:	73838546	ENVIROPLAS
Serial Number:	73053188	DYNA-PLAS
Serial Number:	77624310	DURACYCLE
Serial Number:	77551259	DURALINER
Serial Number:	75341507	TUFLOK
Serial Number:	75341508	LITEGARD
Serial Number:	86314622	ACCU-STRETCH
Serial Number:	86314663	ACCU-STRETCH
Serial Number:	71017003	BEAR
Serial Number:	71017004	BUFFALO
Serial Number:	78963778	DURO
Serial Number:	71020061	ELEPHANT
Serial Number:	75156081	E-Z KARRY SACK
Serial Number:	77048015	HOT & CRISPY
Serial Number:	71017006	LION
Serial Number:	71017007	MOOSE
Serial Number:	71017224	PANTHER

Property Type	Number	Word Mark
Serial Number:	71017726	ALLIGATOR
Serial Number:	71019917	STRONGHOLD
Serial Number:	71017008	TIGER
Serial Number:	71017009	WOLF
Serial Number:	73642435	PLAS-T-SAK
Serial Number:	78505863	BIOTUF BY HERITAGE
Serial Number:	73629758	RIGHT SACK
Serial Number:	77255540	SMARTBLEND
Serial Number:	77255543	ACCUFIT
Serial Number:	77255546	REPRIME
Serial Number:	85012879	BLUECOLLAR
Serial Number:	85654673	H HERITAGE YOUR CAN LINER EXPERTS.
Serial Number:	85654661	H HERITAGE
Serial Number:	74330677	HERITAGE
Serial Number:	85127080	DUBL SHIELD
Serial Number:	71661767	BAGCRAFT
Serial Number:	78383044	DUBL-VIEW
Serial Number:	74660272	BAGCRAFT
Serial Number:	72147788	DUBL-PANEL
Serial Number:	77945963	DUBL-OPEN
Serial Number:	77885402	BAKE 'N' REUSE
Serial Number:	75341368	DUBL-WAX
Serial Number:	77214643	ECOCRAFT
Serial Number:	76661333	BAKER'S-RITE
Serial Number:	76035373	DLP DE LUXE
Serial Number:	76661334	EASY GLIDE
Serial Number:	78774226	BAKER'S MATE
Serial Number:	74359570	ECOPAC
Serial Number:	85004108	DLP DE LUXE DIVISION OF DLP
Serial Number:	85797884	ARTISANWAX
Serial Number:	85797873	BAKERYWAX
Serial Number:	72214069	DUBL-FRESH
Serial Number:	85797880	MARKETWAX
Serial Number:	85797864	PATTYWAX
Serial Number:	85797888	SERVICEPOLY
Serial Number:	77013097	PREMIUM PAC
Serial Number:	77013096	BAKERY PAC
Serial Number:	77013099	DELI PAC

Property Type	Number	Word Mark
Serial Number:	77791458	WAX PAC
Serial Number:	77791487	PATTY PAC
Serial Number:	77967151	MENU PAC
Serial Number:	77967232	POLY PAC
Serial Number:	85158916	ODOR TAMER
Serial Number:	85970505	COLD PAC
Serial Number:	85970904	PAC GUARD
Serial Number:	86118321	JAVAPAC
Serial Number:	86118295	JAVAWRAP
Serial Number:	86265979	PAC PAPER TURNING PAPER INTO POSSIBILITY
Serial Number:	86266130	SNOWPAC
Serial Number:	86266186	AGPAC
Serial Number:	86266259	PAC WRAP
Serial Number:	86476877	DUBL-LIFE
Serial Number:	77113706	ECO BLEND
Serial Number:	85067354	PUTTING PLASTIC TO WORK AGAIN
Serial Number:	85067343	WASTE NOT
Serial Number:	77080237	ECO-FLUTE
Serial Number:	75423486	F-LITE
Serial Number:	74520385	PLASTAWRAP
Serial Number:	87259668	C-THRU

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	12/29/2016

Total Attachments: 29

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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):

- 1. Hilex Poly Co. LLC
- 2. Duro Hilex Poly, LLC
- 3. PDOC, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other 1. LLC-DE; 2. LLC-DE; 3. LLC-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) December 29, 2016

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Deutsche Bank AG New York Branch, as Collateral Agent

Street Address: 60 Wall Street

City: New York

State: NY

Country: USA Zip: 10005

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

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
See Schedule B

B. Trademark Registration No.(s)
See Schedule B

Additional sheet(s) attached? Yes No

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

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

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

99

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:

Elaine Carrera

Signature

December 29, 2016

Date

Elaine Carrera

Name of Person Signing

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

29

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

Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

Wisconsin Film & Bag, Inc.
Citizenship – USA – WI

Burrows Paper Corporation
Citizenship – USA – NY

Fortune Plastics, Inc.
Citizenship – USA – CT

Bagcraftpapercon I, LLC
Citizenship – USA – DE

Bagcraftpapercon IV, LLC
Citizenship – USA – DE

Pac Paper, LLC
Citizenship – USA – DE

Bagcraftpapercon, LLC
Citizenship – USA – DE

Novolex Holdings, Inc.
Citizenship – USA – DE

Accutech Films, Inc.
Citizenship – USA – OH

Heritage Bag Company
Citizenship – USA – TX

De Luxe Packaging Corp.
Citizenship – USA – DE

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated December 29, 2016, is among the Persons listed on the signature pages hereof (collectively, the "Grantors") and Deutsche Bank AG New York Branch, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, FLEX ACQUISITION HOLDINGS, INC., a Delaware corporation, and FLEX ACQUISITION COMPANY, INC., a Delaware corporation, have entered into the Credit Agreement dated as of December 29, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the lenders and financial institutions from time to time party thereto, DEUTSCHE BANK AG NEW YORK BRANCH, as Administrative Agent, Collateral Agent and a L/C Issuer. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated December 29, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the "Collateral"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "Patents");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby (the "Trademarks");

(iii) all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses thereof set forth in Schedule C hereto (the “Copyrights”);

(iv) 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;

(v) 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

(vi) 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;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Property.

Section 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security 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.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT (OTHER THAN WITH RESPECT TO ANY COLLATERAL DOCUMENT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE THEREIN), OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND,

ACTION OR CAUSE OF ACTION ARISING UNDER ANY LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.


HILEX POLY CO. LLC

By: 

Name: Stanley Bikulege

Title: Chairman and Chief Executive Officer

DURO HILEX POLY, LLC

By: 
Name: Stanley Bikulege
Title: Chairman and Chief Executive Officer

PDOC, LLC

By: 


Name: Stanley Bikulege

Title: Chairman and Chief Executive Officer


{Flex - Signature Page to Intellectual Property Security Agreement}

TRADEMARK
REEL: 005953 FRAME: 0307

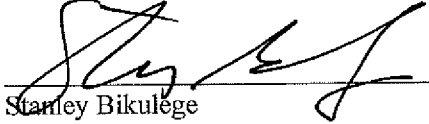
WISCONSIN FILM & BAG, INC.

By: 
Name: Stanley Bikulege
Title: Chairman and Chief Executive Officer

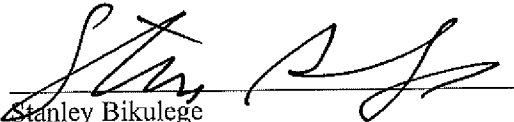
BURROWS PAPER CORPORATION

By: 
Name: Stanley Bikulege
Title: Chairman and Chief Executive Officer

FORTUNE PLASTICS, INC.

By: 
Name: Stanley Bikulage
Title: Chairman and Chief Executive Officer

BAGCRAFTPAPERCON I, LLC

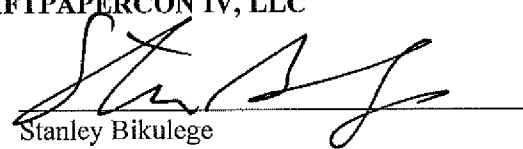
By: 
Name: Stanley Bikulege
Title: Chairman and Chief Executive Officer

BAGCRAFTPAPERCON IV, LLC

By:

Name: Stanley Bikulege

Title: Chairman and Chief Executive Officer

A handwritten signature in black ink, appearing to read 'Stanley Bikulege', is written over a horizontal line. The signature is stylized and cursive.

[Flex - Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005953 FRAME: 0312

PAC PAPER, LLC

By: 


Name: Stanley Bikulege

Title: Chairman and Chief Executive Officer

[Flex - Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005953 FRAME: 0313

BAGCRAFTPAPERCON, LLC

By: 
Name: Stanley Bikulege
Title: Chairman and Chief Executive Officer

NOVOLEX HOLDINGS, INC.

By:

Name: Stanley Bikulege

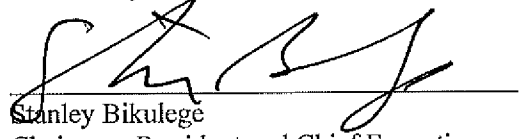
Title: Chairman, President and Chief Executive
Officer

ACCUTECH FILMS, INC.

By:

Name: Stanley Bikulege

Title: Chairman, President and Chief Executive Officer

A handwritten signature in black ink, appearing to read 'Stanley Bikulege', is written over a horizontal line. The signature is stylized and cursive.

HERITAGE BAG COMPANY

By: 

Name: Stanley Bikulege

Title: Chairman, President and Chief Executive
Officer

DE LUXE PACKAGING CORP.

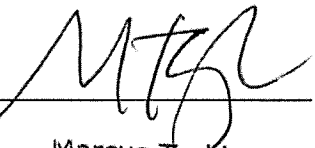
By: 

Name: Stanley Bikulege

Title: Chairman, President and Chief Executive
Officer

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By 
Name: Dusan Lazarov
Title: Director

By 
Name: Marcus Terkington
Title: Director

Schedule A
Patents

Title	Application No.	App. Date	Patent Number	Grant Date	Owner
Automatic Gusset Inflation System and Method	13/538,492	29-Jun-12			HILEX POLY CO. LLC
Bag Storage and Dispensing System	09/688,364	12-Oct-00	6,401,971	11-Jun-02	HILEX POLY CO. LLC
Consumer Bags and Process of Manufacture Dispensers, and Dispensing Systems for Consumer Bags	14/051,258	10-Oct-13			HILEX POLY CO. LLC
Dispenser for Merchandise Bags	09/207,013	7-Dec-98	6,264,035	24-Jul-01	HILEX POLY CO. LLC
Dispensers and Dispensing Systems for Bags	12/845,503	28-Jul-10			HILEX POLY CO. LLC
Dispensing Apparatus for Plastic Bags	10/760,925	20-Jan-04	7,624,881	1-Dec-09	HILEX POLY CO. LLC
Dispensing Apparatus for Plastic Bags	29/205,362	13-May-04	D505,036	17-May-05	HILEX POLY CO. LLC
Dispensing Apparatus for Plastic Bags	29/234,555	20-Jul-05	D547,580	31-Jul-07	HILEX POLY CO. LLC
Easy Dispense Plastic Bag Dispensing System	08/785,859	20-Jan-97	5,924,573	20-Jul-99	HILEX POLY CO. LLC
Easy dispense Plastic Merchandise Bag Dispensing System	08/948,769	10-Oct-97	5,979,841	9-Nov-99	HILEX POLY CO. LLC
Easy opening plastic bag pack of the star-seal type	09/121,804	23-Jul-98	5,941,393	24-Aug-99	HILEX POLY CO. LLC
Reinforced Bags	14/213,319	14-Mar-14			HILEX POLY CO. LLC
Self-Opening Serially-Arranged Plastic Bag Pack of the Star-Seal Type	09/749,057	27-Dec-00	6,446,811	10-Sep-02	HILEX POLY CO. LLC
Ventilated Plastic Bag	09/559,951	27-Apr-00	6,286,681	11-Sep-01	HILEX POLY CO. LLC
Rack System	29/266,783	28-Sep-06	D552,901	16-Nov-07	HILEX POLY CO. LLC
Clampless Bar Mechanism and Method for Making a Paper Bag Bottoming Mechanism	13/014,948	Jan-27-2011	8,764,618	Jul-1-2014	DURO HILEX POLY, LLC
Window Bag with Polyester Lining and Method of Forming Same	09/009,699	1/20/1998	6,033,114	3/7/2000	PDOC, LLC
Carry-Out Food Container with Structural Insert	11/054,698	2/10/2005	7,578,428	8/25/2009	PDOC, LLC
Post Consumer Scrap Film Recycling Process	13/024,088	09-Feb-2011	8,567,702	29-Oct-2013	Wisconsin Film & Bag, Inc.
Post Consumer Scrap Film Recycling Process	13/796,143	12-Mar-2013	8,820,666	02-Sep-2014	Wisconsin Film & Bag, Inc.
Post Consumer Scrap Film Recycling Process	14/063,045	25-Oct-2013	9,138,749	22-Sep-2015	Wisconsin Film & Bag, Inc.
Post Consumer Scrap Film Recycling Process	14/161,737	23-Jan-2014	9,120,104	01-Sep-2015	Wisconsin Film & Bag, Inc.

Title	Application No.	App. Date	Patent Number	Grant Date	Owner
Post-Consumer Scrap Film Recycling System and Process	14/836,007	26-Aug-2015	9,346,192	24-May-2016	Wisconsin Film & Bag, Inc.
Post Consumer Scrap Film Recycling System	14/029,951	18-Sep-2013	8,690,090	08-Apr-2014	Wisconsin Film & Bag, Inc.
Post-Consumer Scrap Film Recycling System and Process	14/245,078	04-Apr-2014	9,114,551	25-Aug-2015	Wisconsin Film & Bag, Inc.
Post-Consumer Scrap Film Recycling System and Process	14/245,108	04-Apr-2014	9,114,552	25-Aug-2015	Wisconsin Film & Bag, Inc.
Post-Consumer Scrap Film Recycling System and Process	14/823,014	11-Aug-2015			Wisconsin Film & Bag, Inc.
Post-consumer scrap film recycling system and process	15/137,091	Apr-25-2016			Wisconsin Film & Bag, Inc.
Post-consumer scrap film recycling system and process	15/359,166	22-Nov-16			Wisconsin Film & Bag, Inc.
Multi-Compartment Box Including a Lid	08/933,050	September 18, 1997	5,908,152	June 1, 1999	Burrows Paper Corporation
Closure for Clamshell Package	12/420,590	April 8, 2009	8,146,743	April 3, 2012	Burrows Paper Corporation
Food Container	12/564,786	September 22, 2009	8,215,539	July 10, 2012	Burrows Paper Corporation
Paper Laminate and Method of Manufacture	14/609/222	29-Jan-2015			Novolex Holdings, Inc.
Slit-Score Security Paper Shopping Bag	15/253,726	31-Aug-2016			Novolex Holdings, Inc.

Schedule B
Trademarks

Trademark	Filing Date	Serial Number	Registration Number	Registration Date	Owner
NOVOLEX	6/30/2014	86/324855	Pending ITU		Hilex Poly Co. LLC
DURO	8/28/2014	86/380305	Pending ITU		Novolex Holdings, Inc.
HILEX	8/28/2014	86/380377	Pending ITU		Novolex Holdings, Inc.
Stylized Logo - NOVOLEX	8/26/2014	86/377287	Pending ITU		Novolex Holdings, Inc.
Stylized Logo - NOVOLEX (color)	8/26/2014	86/377/327	Pending ITU		Novolex Holdings, Inc.
Stylized Logo - DURO BAG A NOVOLEX BRAND	8/26/2014	86/380373	Pending ITU		Novolex Holdings, Inc.
Stylized Logo - HILEX POLY A NOVOLEX BRAND	8/27/2014	86/380397	Pending ITU		Novolex Holdings, Inc.
	3/3/2015	86/551982	Pending ITU		Novolex Holdings, Inc.
	3/3/2015	86/552029	Pending ITU		Novolex Holdings, Inc.
NOVO-DRY	9/26/2016	87/183503	Pending ITU		Novolex Holdings, Inc.
QUIKMATE	2-Jun-86	73601765	1423948	6-Jan-87	Hilex Poly Co, LLC
ROLLMATE	21-Jul-86	73610399	1429267	17-Feb-87	Hilex Poly Co, LLC
MINIMATE	10-May-88	73729431	1524470	14-Feb-89	Hilex Poly Co, LLC
ROLLMATE II	12-Jul-88	73740971	1524547	14-Feb-89	Hilex Poly Co, LLC
QUIKMATE EZ	28-Jan-92	74240965	1766706	20-Apr-93	Hilex Poly Co, LLC
QUIKMATE MINI	16-Mar-93	74368277	1855172	20-Sep-94	Hilex Poly Co, LLC
QUIKTAB	8-Apr-97	75278309	2132866	27-Jan-98	Hilex Poly Co, LLC

Trademark	Filing Date	Serial Number	Registration Number	Registration Date	Owner
QUIKSTAR	19-Jan-99	75627557	2316520	8-Feb-00	Hilex Poly Co, LLC
BAG-2-BAG	2-Dec-04	76622912	3088176	2-May-06	Hilex Poly Co, LLC
THINK 6	17-Jan-12	85518509	4941572	19-Apr-16	Hilex Poly Co, LLC
ROLLSTAR	22-Dec-11	85501990	4,692,739	24-Feb-15	Hilex Poly Co, LLC
ULTRA PRIME	14-May-15	86630115	5078872	8-Nov-16	Novolex Holdings, Inc.
ULTRA PRIME PREMIUM T-SHIRT BAGS	14-May-15	86630138	5078873	8-Nov-16	Novolex Holdings, Inc.
ENVIROPLAS	7-Nov-89	73838546	1608218	31-Jul-90	Fortune Plastics, Inc.
DYNA-PLAS	23-May-75	73053188	1044829	27-Jul-76	Fortune Plastics, Inc.
DURACYCLE	2-Dec-08	77624310	3643341	23-Jun-09	Fortune Plastics, Inc.
DURALINER	20-Aug-08	77551259	3598058	31-Mar-09	Fortune Plastics, Inc.
TUFLOK	15-Aug-97	75341507	2205342	24-Nov-98	Accutech Films, Inc.
LITEGARD	15-Aug-97	75341508	2277114	14-Sep-99	Accutech Films, Inc.
ACCU-STRETCH	19-Jun-14	86/314622	Pending ITU		HILEX POLY CO. LLC
ACCU-STRETCH stylized	19-Jun-14	86/314663	Pending ITU		HILEX POLY CO. LLC
BEAR	2/14/1906	71/017,003	56119	8/28/1906	Duro Hilex Poly, LLC
BUFFALO	2/14/1906	71/017,004	56120	8/28/1906	Duro Hilex Poly, LLC
DURO	8/30/2006	78/963,778	3,256,478	6/26/2007	Duro Hilex Poly, LLC
ELEPHANT	6/5/1906	71/020,061	58667	12/18/1906	Duro Hilex Poly, LLC
E-Z KARRY SACK	8/23/1996	75/156,081	2,156,151	5/12/1998	Duro Hilex Poly, LLC
HOT & CRISPY	11/20/2006	77/048,015	3,296,471	9/25/2007	Duro Hilex Poly, LLC
LION	2/14/1906	71/017,006	56190	8/28/1906	Duro Hilex Poly, LLC
MOOSE	2/14/1906	71/017,007	56191	8/28/1906	Duro Hilex Poly, LLC
PANTHER	2/21/1906	71/017,224	56196	8/28/1906	Duro Hilex Poly, LLC
Stylized Logo: ALLIGATOR	3/10/1906	71/017,726	54223	6/19/1906	Duro Hilex Poly, LLC
Stylized Logo: STRONGHOLD	5/28/1906	71/019,917	58326	12/11/1906	Duro Hilex Poly, LLC
TIGER	2/14/1906	71/017,008	56192	8/28/1906	Duro Hilex Poly, LLC

Trademark	Filing Date	Serial Number	Registration Number	Registration Date	Owner
WOLF	2/14/1906	71/017,009	56121	8/28/1906	Duro Hilex Poly, LLC
PLAS-T-SAK	2/2/1987	73/642,435	1,453,191	8/18/1987	Duro Hilex Poly, LLC
BIOTUF BY HERITAGE and Design	26-Oct-04	78505863	3088739	5/2/2006	Heritage Bag Company
RIGHT SACK	10-Nov-86	73629758	1473102	1/19/1988	Heritage Bag Company
SMARTBLEND and Design	15-Aug-07	77255540	3561971	1/13/2009	Heritage Bag Company
ACCUFIT	15-Aug-07	77255543	3499902	9/9/2008	Heritage Bag Company
REPRIME	15-Aug-07	77255546	3561972	1/13/2009	Heritage Bag Company
BLUECOLLAR	13-Apr-10	85012879	3879836	11/23/2010	Heritage Bag Company
H HERITAGE YOUR CAN LINER EXPERTS. and Design	18-Jun-12	85654673	4285905	2/5/2013	Heritage Bag Company
H HERITAGE and Design	18-Jun-12	85654661	4348032	6/4/2013	Heritage Bag Company
HERITAGE	12-Nov-92	74330677	18700007	12/27/1994	Heritage Bag Company
DUBL SHIELD	9/10/2010	85127080	4268692	1/1/2013	BAGCRAFTPAPERCON I, LLC
BAGCRAFT (stylizes)	3/1/1954	71661767	602576	3/1/1955	PDOC, LLC
DUBL-VIEW	3/12/2004	78383044	2930951	3/8/2005	PDOC, LLC
BAGCRAFT	4/7/1995	74660272	1964134	3/26/1996	PDOC, LLC
DUBL-PANEL	6/27/1962	72147788	775159	8/18/1964	PDOC, LLC
DUBL-OPEN	2/26/2010	77945963	4176061	7/17/2012	PDOC, LLC
BAKE 'N' REUSE	12/3/2009	77885402	3868858	10/26/2010	PDOC, LLC
DUBL-WAX	8/14/1997	75341368	2185943	9/1/1998	PDOC, LLC
ECOCRAFT	6/25/2007	77214643	3384849	2/19/2008	PDOC, LLC
BAKER'S-RITE	6/9/2006	76661333	3250249	6/12/2007	De Luxe Packaging Corp.
DLP DE LUXE & DESIGN	4/26/2000	76035373	2691915	3/4/2003	De Luxe Packaging Corp.
EASY GLIDE	6/9/2006	76661334	3250250	6/12/2007	De Luxe Packaging Corp.
BAKER'S MATE	12/15/2005	78774226	3349866	12/4/2007	De Luxe Packaging Corp.
ECOPAC	2/16/1993	74359570	1854174	9/13/1994	BagcraftPapercon IV, LLC

Trademark	Filing Date	Serial Number	Registration Number	Registration Date	Owner
DLP DE LUXE DIVISION OF DLP	4/1/2010	85004108	4183704	7/31/2012	De Luxe Packaging Corp.
ARTISANWAX	12/7/2012	85797884	4606212	9/16/2014	BAGCRAFTPAPERCON I, LLC
BAKERYWAX	12/7/2012	85797873	4516579	4/15/2014	BAGCRAFTPAPERCON I, LLC
DUBL-FRESH	3/15/1965	72214069	804067	2/22/1966	PDOC, LLC
MARKETWAX	12/7/2012	85797880	4507042	4/1/2014	BAGCRAFTPAPERCON I, LLC
PATTYWAX	12/7/2012	85797864	4606211	9/16/2014	BAGCRAFTPAPERCON I, LLC
SERVICEPOLY	12/7/2012	85797888	4450166	12/17/2013	BAGCRAFTPAPERCON I, LLC
PREMIUM PAC	10/4/2006	77013097	3371352	1/22/2008	PAC PAPER, LLC
BAKERY PAC	10/4/2006	77013096	3371351	1/22/2008	PAC PAPER, LLC
DELPAC	10/4/2006	77013099	3371353	1/22/2008	PAC PAPER, LLC
WAX PAC	7/28/2009	77791458	3830580	8/10/2010	PAC PAPER, LLC
PATTY PAC	7/28/2009	77791487	3830581	8/10/2010	PAC PAPER, LLC
MENU PAC	3/24/2010	77967151	3864235	10/19/2010	PAC PAPER, LLC
POLY PAC	3/24/2010	77967232	3864237	10/19/2010	PAC PAPER, LLC
ODOR TAMER	10/22/2010	85158916	3947971	4/19/2011	PAC PAPER, LLC
COLD PAC	6/26/2013	85970505	4484469	2/18/2014	PAC PAPER, LLC
PAC GUARD	6/26/2013	85970904	4480700	2/11/2014	PAC PAPER, LLC
JAVAPAC	11/13/2013	86118321	4563439	7/8/2014	PAC PAPER, LLC
JAVAWRAP	11/13/2013	86118295	Pending ITU	Pending ITU	PAC PAPER, LLC
PAC PAPER TURNING PAPER INTO POSSIBILITY (Stylized)	4/29/2014	86265979	4828017	10/6/2015	PAC PAPER, LLC
SNOWPAC	4/29/2014	86266130	4754441	6/16/2015	PAC PAPER, LLC
AGPAC	4/29/2014	86266186	4754442	6/16/2015	PAC PAPER, LLC

Trademark	Filing Date	Serial Number	Registration Number	Registration Date	Owner
PAC WRAP	4/29/2014	86266259	4691192	2/24/2015	PAC PAPER, LLC
DUBL-LIFE	12/10/2014	86476877	Pending ITU	Pending ITU	PDOC, LLC
Eco Blend	2/22/2007	77113706	3,544,206	12/9/2008	Wisconsin Film & Bag, Inc.
Putting Plastic to Work	6/21/2010	85067354	4,380,495	8/6/2013	Wisconsin Film & Bag, Inc.
Waste Not	6/21/2010	85067343	4,126,126	4/10/2012	Wisconsin Film & Bag, Inc.
ECO-FLUTE	01/10/2007	77080237	3715675	11/24/2009	Burrows Paper Corporation
F-LITE	01/26/1998	75423486	2333706	03/21/2000	Burrows Paper Corporation
PLASTAWRAP	05/05/1994	74520385	1889869	04/18/1995	Burrows Paper Corporation
C-THRU	12/6/2016	87/259,668			PDOC, LLC

TRADEMARK
REEL: 005953 FRAME: 0326

Schedule C

Copyrights

Title	Copyright No.	Registration Date	Owner
2 in 1 Foil Sheets	TX0003133744	5/15/1991	BAGCRAFTPAPERCON I, LLC
Cameo package program	TX0002069399	4/23/1987	BAGCRAFTPAPERCON I, LLC
Feed fast food frenzy!	TX0002069400	4/23/1987	BAGCRAFTPAPERCON I, LLC
Grazing Bags : single-serving dispenser carton	TX0002069397	4/23/1987	BAGCRAFTPAPERCON I, LLC
Honeycomb paper sheets	TX0003133747	5/15/1991	BAGCRAFTPAPERCON I, LLC
I[love] school lunch	VA0000260908	5/15/1987	BAGCRAFTPAPERCON I, LLC
Profit booster popcorn bags	TX0002069398	4/23/1987	BAGCRAFTPAPERCON I, LLC
To Go! Bags	TX0003133743	5/15/1991	BAGCRAFTPAPERCON I, LLC
You're a very special person. Just say no!	VA0000260814	5/15/1987	BAGCRAFTPAPERCON I, LLC
Artisan Bakery Garlic	VA0001735831	8/20/2010	BAGCRAFTPAPERCON, LLC
Artisan Bakery Pastry	VA0001735832	8/20/2010	BAGCRAFTPAPERCON, LLC
Baguette	VA0001735894	8/17/2010	BAGCRAFTPAPERCON, LLC