

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM428536

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ABL Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Consolidated Container Company LP		05/22/2017	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citibank, N.A., as Collateral Agent		
<b>Street Address:</b>	388 Greenwich Street		
<b>Internal Address:</b>	7th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4738880	ALWAYS MADE RIGHT	
<b>Registration Number:</b>	3444190	ECOPRIME	
<b>Registration Number:</b>	3293036	PRISMA	
<b>Registration Number:</b>	3193575	LAMICON	
<b>Registration Number:</b>	3147220	CONSOLIDATED CONTAINER COMPANY	
<b>Registration Number:</b>	1160058	6-PAK	
<b>Registration Number:</b>	1148958	AQUALITE	
<b>Registration Number:</b>	0673697	CCC	
<b>Registration Number:</b>	5161830	DURA-LITE	
<b>Serial Number:</b>	87221095	STUDIO PKG CCC	
<b>Serial Number:</b>	87318902	STUDIO PKG	
<b>Serial Number:</b>	87319544	CCC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>	212-906-1200		
<b>Email:</b>	angela.amaru@lw.com		
<b>TRADEMARK</b>			

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**Correspondent Name:** Latham & Watkins LLP c/o Angela M. Amaru  
**Address Line 1:** 885 Third Avenue  
**Address Line 2:** Suite 1000  
**Address Line 4:** New York, NEW YORK 10022

**ATTORNEY DOCKET NUMBER:** 049133-0210

**NAME OF SUBMITTER:** Angela M. Amaru

**SIGNATURE:** /S/ Angela M. Amaru

**DATE SIGNED:** 05/23/2017

**Total Attachments: 6**

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## ABL TRADEMARK SECURITY AGREEMENT

This ABL TRADEMARK SECURITY AGREEMENT is entered into as of May 22, 2017 (this “**Agreement**”), among Consolidated Container Company LP (the “**Grantor**”) and Citibank, N.A. (“**Citi**”), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain ABL Lien Pledge and Security Agreement, dated as of May 22, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The Revolving Lenders (as defined below) have extended credit to Consolidated Container Company LLC, a Delaware limited liability company (the “**Administrative Borrower**”) and the Subsidiary Borrowers (as defined below) subject to the terms and conditions set forth in that certain ABL Credit Agreement, dated as of May 22, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**ABL Credit Agreement**”), by and among, the Administrative Borrower, the Subsidiary Borrowers from time to time party thereto (the “**Subsidiary Borrowers**”), Consolidated Container Intermediary LLC, a Delaware limited liability company (“**Holdings**”), the revolving lenders and issuing banks from time to time party thereto (collectively, the “**Revolving Lenders**”) and Citi, in its capacities as administrative agent and collateral agent for the Revolving Lenders, an issuing bank and swingline lender. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the ABL Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;
- C. the right to sue third parties for past, present and future infringements of any Trademark; and
- D. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (D) above, this Agreement shall not constitute a grant of a security interest in any Excluded Assets, including any “intent-to-use” Trademark applications prior to the filing and acceptance 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.


**SECTION 3. Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

**SECTION 4. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

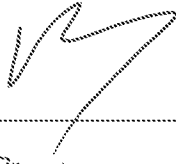
**CONSOLIDATED CONTAINER COMPANY LP,**  
as Grantor

By:   
Name: Louis Lettes  
Title: Chief Legal and Compliance Officer

[Signature Page to ABL Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006066 FRAME: 0045**

CITIBANK, N.A.,  
as Collateral Agent



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

Name:  
Title: *Brendan Mackay*  
*Vice President and Director*

[Signature Page to ABL Trademark Security Agreement]

**SCHEDULE I**

TRADEMARKS

<b>Mark</b>	<b>Country</b>	<b>App. No. / Filing Date</b>	<b>Reg. No. / Reg. Date</b>	<b>Owner</b>
ALWAYS MADE RIGHT	U.S.	86/411277 10/1/2014	4738880 5/19/2015	Consolidated Container Company LP
ECOPRIME	U.S.	77/234127 7/19/2007	3444190 6/10/2008	Consolidated Container Company LP
PRISMA	U.S.	77/058,577 12/6/2006	3293036 9/18/2007	Consolidated Container Company LP
LAMICON	U.S.	78/824893 2/28/2006	3193575 1/2/2007	Consolidated Container Company LP
CONSOLIDATED CONTAINER COMPANY	U.S.	76/624406 12/15/2004	3147220 9/26/2006	Consolidated Container Company LP
6-PAK	U.S.	73/230256 9/4/1979	1160058 7/7/1981	Consolidated Container Company LP
AQUALITE	U.S.	73/195775 12/6/1978	1148958 3/24/1981	Consolidated Container Company LP
CCC Design	U.S.	72/047940 3/18/1958	673,697 2/10/1959	Consolidated Container Company LP
DURA-LITE	U.S.	86/661037 6/12/2015	5161830 3/14/2017	Consolidated Container Company LP

TRADEMARKS APPLICATIONS

Mark	Country	App. No. / Filing Date	Owner
STUDIO PKG & Design	U.S.	87/221,095 10/31/2016	Consolidated Container Company LP
STUDIO PKG	U.S.	87/318,902 1/31/2017	Consolidated Container Company LP
CC	U.S.	87/319,544 1/31/2017	Consolidated Container Company LP

Schedule I

#89672886v3

RECORDED: 05/23/2017

TRADEMARK  
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