

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473677

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BERLIN PACKAGING L.L.C.		05/07/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	50 SOUTH SIXTH STREET		
Internal Address:	SUITE 1290		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 43			
Property Type	Number	Word Mark	
Registration Number:	2889395	ANYTHING IS POSSIBLE	
Registration Number:	4921153	ANYTHING IS POSSIBLE	
Registration Number:	1780321	BERLIN	
Registration Number:	4921152	BERLIN	
Registration Number:	4921293	BERLIN FINANCIAL SERVICES	
Registration Number:	4921294	BERLIN GLOBAL	
Registration Number:	4930558	BERLIN PACKAGING	
Registration Number:	5061855	BERLIN PACKAGING	
Registration Number:	5184239	BERLIN PACKAGING	
Registration Number:	1537983	BOTTLE BEAKER	
Registration Number:	4921292	COMPLIANCE MADE EASY	
Registration Number:	4949185	DG DANGEROUS GOODS	
Registration Number:	5052302	DG	
Registration Number:	2497782	FREUND CONTAINER	
Registration Number:	5193717	FREUND CONTAINER & SUPPLY	
Registration Number:	4958310	FREUND CONTAINER & SUPPLY	
Registration Number:	4921422	GREATER, FASTER	
Registration Number:	4150434	HYBRID PACKAGING SUPPLIER	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	5193716	HYBRID PACKAGING SUPPLIER
Registration Number:	1895155	KAPTCLEAN
Registration Number:	2161432	
Registration Number:	1568401	
Registration Number:	4668572	PACKAGE MORE PROFIT
Registration Number:	1568001	QORPAK
Registration Number:	1185843	QORPAK
Registration Number:	5018627	QORPAK
Registration Number:	4921154	QORPAK
Registration Number:	4543032	STUDIO 111
Registration Number:	4543033	STUDIO ONE ELEVEN
Registration Number:	4543034	STUDIO 111
Registration Number:	1294346	STURDEESEAL
Registration Number:	1342739	STURDEESEAL
Registration Number:	4101834	SUNBURST BOTTLE COMPANY
Registration Number:	4921156	SUNBURST BOTTLE
Registration Number:	4921157	SUNBURST BOTTLE
Registration Number:	2713834	U.S. CONTAINER
Registration Number:	1658239	UNITED STATES CONTAINER CORPORATION
Registration Number:	2757139	WHERE PERFORMANCE IS PART OF THE PACKAGE
Registration Number:	2089217	WORKING GLASS
Registration Number:	0797361	ALL-PAK INC.
Registration Number:	1450827	
Registration Number:	1460099	PH7
Registration Number:	5254228	B

CORRESPONDENCE DATA

Fax Number: 3105572193
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: 3105572900
Email: klathrop@proskauer.com
Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200, C/O
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	78318.001 Berlin
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/

DATE SIGNED:	05/11/2018
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Total Attachments: 9

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EXECUTION VERSION

Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to Collateral Agent for the benefit of the Secured Parties pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted to (a) Morgan Stanley Senior Funding, Inc., as collateral agent (and its permitted successors) pursuant to the Security Agreement (First Lien) dated as of May 7, 2018 (as amended, restated, supplemented or otherwise modified from time to time), by and among Berlin Packaging L.L.C., and Morgan Stanley Senior Funding, Inc., as collateral agent and the other parties from time to time party thereto or (b) any agent or trustee for any Other First-Priority Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement referred to below) and (ii) the exercise of any right or remedy by the Collateral Agent hereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Common Collateral is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement dated as of May 7, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien/Second Lien Intercreditor Agreement”), by and among Morgan Stanley Senior Funding, Inc., in its capacity as the Initial First-Priority Collateral Agent and First-Priority Collateral Agent, Wilmington Trust, National Association in its capacity as the Initial Second-Priority Collateral Agent and Second-Priority Collateral Agent, and Berlin Packaging L.L.C., and the other parties from time to time party thereto. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern.

Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of May 7, 2018 (this “Agreement”), made by BERLIN PACKAGING L.L.C., a Delaware limited liability company (the “Pledgor”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent (as defined below).

Reference is made to the Security Agreement (Second Lien), dated as of May 7, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Berlin Packaging L.L.C., a Delaware limited liability company (the “Borrower”), each subsidiary of the Borrower from time to time party thereto, Berlin Packaging Holdings, L.L.C., a Delaware limited liability company, and Wilmington Trust, National Association, as collateral agent for the Secured Parties referred to therein (together with its successors and assigns in such capacity, the “Collateral Agent”). 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. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following

assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the “Trademark Collateral”): all U.S. registered and applied for Trademarks, including those listed on Schedule I; provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any intent-to-use (or similar) Trademark application prior to the filing and acceptance of a “Statement of Use”, “Amendment to Allege Use” or similar filing with respect thereto, only to the extent, if any, that, and solely during the period in which, if any, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark application under applicable law.

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. Each Pledgor 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. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Termination. This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Pledgor’s Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Pledgor’s Secured Obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Pledgor as the Pledgor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), the

Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

[Signature Pages Follow]

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

BERLIN PACKAGING L.L.C.,

as Pledgor

By: 

Name: Steven Spiegel

Title: Vice President of Finance and
Chief Financial Officer

[Signature Page to Notice of Grant of Security Interest in Trademarks – Berlin Packaging L L C – Second Lien]

TRADEMARK
REEL: 006329 FRAME: 0791

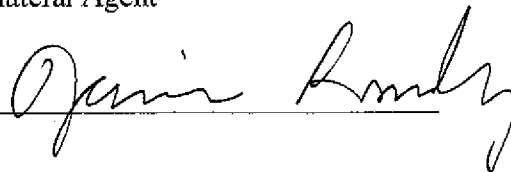
ACCEPTED AND AGREED:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**
as Collateral Agent

By: _____

Name:

Title:

A handwritten signature in cursive script, appearing to read "Jamie Roseberg", written over a horizontal line.

**Jamie Roseberg
Banking Officer**

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Berlin Packaging L.L.C.

U.S. Trademark Registrations

Trademark	Country	Status	International Class	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
ANYTHING IS POSSIBLE	U.S.	Registered	6, 20, 35	75/733,224	6/21/1999	2,889,395	9/28/2004	Berlin Packaging, L.L.C.
ANYTHING IS POSSIBLE	U.S.	Registered	21, 35, 39, 42	86/545287	2/25/2015	4,921,153	3/22/2016	Berlin Packaging, L.L.C.
BERLIN	U.S.	Registered	21	74/159,244	4/22/1991	1,780,321	6/7/1993	Berlin Packaging, L.L.C.
BERLIN	U.S.	Registered	20	86/545245	2/25/2015	4,921,152	3/22/2016	Berlin Packaging, L.L.C.
BERLIN FINANCIAL SERVICES	U.S.	Registered	36	86/554315	3/05/2015	4,921,293	3/22/2016	Berlin Packaging, L.L.C.
BERLIN GLOBAL	U.S.	Registered	35	86/554323	3/05/2015	4,921,294	3/22/2016	Berlin Packaging, L.L.C.
BERLIN PACKAGING	U.S.	Registered	6, 20, 21, 35, 39, 42	86/545257	2/25/2015	4,930,558	4/5/2016	Berlin Packaging, L.L.C.
BERLIN PACKAGING LOGO (black and white)	U.S.	Registered	6, 20, 21, 35, 39, 42	86/545263	2/25/2015	5,061,855	10/18/2016	Berlin Packaging, L.L.C.
BERLIN PACKAGING LOGO (red)	U.S.	Registered	6, 20, 21, 35, 39, 42	86/545278	2/25/2015	5,184,239	4/18/2017	Berlin Packaging, L.L.C.
BOTTLE BEAKER	U.S.	Registered	9	73/709,008	2/1/1988	1,537,983	9/5/1989	Berlin Packaging, L.L.C.
COMPLIANCE MADE EASY	U.S.	Registered	35	86/554303	03/05/15	4,921,292	3/22/2016	Berlin Packaging, L.L.C.
DG DANGEROUS GOODS LOGO	U.S.	Registered	35	86/545406	2/25/2015	4,949,185	5/3/2016	Berlin Packaging, L.L.C.

Trademark	Country	Status	International Class	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
DG LOGO	U.S.	Registered	16, 17, 19, 20, 21	86/545539	2/25/2015	5,052,302	10/4/2016	Berlin Packaging, L.L.C.
FREUND CONTAINER	U.S.	Registered	6, 16, 21	75/906,130	1/31/2000	2,497,782	10/16/2001	Berlin Packaging, L.L.C.
FREUND CONTAINER & SUPPLY	U.S.	Registered	6, 16, 21, 35	86/545389	2/25/2015	5,193,717	5/2/2017	Berlin Packaging, L.L.C.
FREUND CONTAINER & SUPPLY LOGO	U.S.	Registered	6,16, 20, 21, 35	85/545399	2/25/2015	4,958,310	5/17/2016	Berlin Packaging, L.L.C.
GREATER, FASTER	U.S.	Registered	35, 39, 42	86/563,702	3/13/2015	4,921,422	3/22/2016	Berlin Packaging, L.L.C.
HYBRID PACKAGING SUPPLIER	U.S.	Registered	16, 20, 21, 35, 42	77/610,169	11/7/2008	4,150,434	5/29/2012	Berlin Packaging, L.L.C.
HYBRID PACKAGING SUPPLIER	U.S.	Registered	6, 21, 35, 39, 42	86/545296	2/25/2015	5,193,716	5/2/2017	Berlin Packaging, L.L.C.
KAPTCLEAN	U.S.	Registered	21	74/517,247	4/26/1994	1,895,155	5/23/1995	Berlin Packaging, L.L.C.
MISC. DESIGN (Bottle & Can Circle Logo)	U.S.	Registered	35	75/190,224	10/31/1996	2,161,432	2/6/1998	Berlin Packaging, L.L.C.
MISC. DESIGN (the color green)	U.S.	Registered	20	73/712,650	2/22/1988	1,568,401	11/28/1989	Berlin Packaging, L.L.C.
PACKAGE MORE PROFIT	U.S.	Registered	35, 42	86/123,906	11/20/2013	4668572	1/6/2015	Berlin Packaging, L.L.C.
QORPAK	U.S.	Registered	9, 16, 20	73/594,614	4/21/1986	1,568,001	11/28/1989	Berlin Packaging, L.L.C.
QORPAK	U.S.	Registered	21	73/310,750	5/18/1981	1,185,843	12/1/1982	Berlin Packaging, L.L.C.
QORPAK	U.S.	Registered	1, 6, 9, 11, 21, 35	86/545332	2/25/2015	5,018,627	8/9/2016	Berlin Packaging, L.L.C.

Trademark	Country	Status	International Class	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
QORPAK LOGO	U.S.	Registered	1, 6, 9, 11, 16, 21, 35	86/545346	2/25/2015	4,921,154	3/22/2016	Berlin Packaging, L.L.C.
STUDIO 111	U.S.	Registered	35, 42	86/089,144	10/11/2013	4543032	6/3/2014	Berlin Packaging, L.L.C.
STUDIO ONE ELEVEN	U.S.	Registered	35, 42	86/089,148	10/11/2013	4543033	6/3/2014	Berlin Packaging, L.L.C.
STUDIO 111	U.S.	Registered	35, 42	86/089,154	10/11/2013	4543034	6/3/2014	Berlin Packaging, L.L.C.
STURDEESEAL	U.S.	Registered	21	73/402,965	11/17/1982	1,294,346	11/9/1984	Berlin Packaging, L.L.C.
STURDEESEAL	U.S.	Registered	21	73/506,462	10/31/1984	1,342,739	6/18/1985	Berlin Packaging, L.L.C.
SUNBURST BOTTLE COMPANY & Design	U.S.	Registered	35	85/348,923	6/17/2011	4,101,834	2/21/2012	Berlin Packaging, L.L.C.
SUNBURST BOTTLE	U.S.	Registered	35	86/545415	2/25/2015	4,921,156	3/22/2016	Berlin Packaging, L.L.C.
SUNBURST BOTTLE LOGO	U.S.	Registered	35	86/545526	2/25/2015	4,921,157	3/22/2016	Berlin Packaging, L.L.C.
U.S. CONTAINER	U.S.	Registered	35	75/833,143	10/27/1999	2,713,834	6/5/2003	Berlin Packaging, L.L.C.
UNITED STATES CONTAINER CORPORATION	U.S.	Registered	21, 42	74/041,719	3/23/1990	1,658,239	9/24/1991	Berlin Packaging, L.L.C.
WHERE PERFORMANCE IS PART OF THE PACKAGE	U.S.	Registered	6, 20, 21	76/339,672	11/20/2001	2,757,139	8/26/2003	Berlin Packaging, L.L.C.
WORKING GLASS	U.S.	Registered	21	75/152,638	8/19/1996	2,089,217	8/19/1997	Berlin Packaging, L.L.C.

Trademark	Country	Status	International Class	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
ALL-PAK, INC.	U.S.	Registered	42	72180697	12/4/1963	0797361	10/5/1965	Berlin Packaging, L.L.C
Design Only	U.S.	Registered	20	73600040	5/21/1986	1450827	5/12/1987	Berlin Packaging, L.L.C.
PH7	U.S.	Registered	21	73651752	3/27/1987	1460099	10/6/1987	Berlin Packaging, L.L.C
B	U.S.	Registered	20, 21	87088138	6/29/2016	5254228	8/1/2017	Berlin Packaging, L.L.C.