

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482646

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PREGIS INNOVATIVE PACKAGING INC.		07/13/2018	Corporation: DELAWARE
PREGIS INTELLIPACK LLC		07/13/2018	Limited Liability Company: DELAWARE
PREGIS SHARP SYSTEMS, LLC		07/13/2018	Limited Liability Company: WISCONSIN
FREE-FLOW PACKAGING INTERNATIONAL, INC		07/13/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Owl Rock Capital Corporation, as collateral agent
Street Address:	245 Park Avenue, 41st Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 77

Property Type	Number	Word Mark
Serial Number:	87818613	EASYPACK
Registration Number:	5187833	EASYPACK
Registration Number:	4981227	SMARTFOAM
Registration Number:	5187056	MAXWELL
Registration Number:	5187032	MAXWELL
Serial Number:	86983902	AIRSPEED EDGE
Registration Number:	5124894	AIRSPEED HLX
Registration Number:	5041974	AIRSPEED AXIS
Registration Number:	4715793	PX3
Registration Number:	4405933	SHARP PACKAGING SYSTEMS
Registration Number:	4361406	MAX
Registration Number:	4176288	HC FLEX
Registration Number:	4296600	
Registration Number:	4296599	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4277403	CHAMBERPAK
Registration Number:	3821045	DENSINATOR
Registration Number:	3820455	ABSOLUTE
Registration Number:	3801800	E-Z BAGS
Registration Number:	3764999	SURFACE GUARD
Registration Number:	3764708	AIRSPEED SMART
Registration Number:	3962223	ASTRO-FOAM RENEW
Registration Number:	3611833	MICROGUARD
Registration Number:	3729145	SURFACE GUARD
Registration Number:	3362176	GEOSPEED
Registration Number:	3364690	PROFLEX
Registration Number:	3334847	EP-FLEX
Registration Number:	3299721	ASTRO-FOAM
Registration Number:	3655949	AIRSPEED
Registration Number:	3188566	MAX PLUS
Registration Number:	3855049	PREGIS
Registration Number:	3059863	CONCIERGE PLATINUM
Registration Number:	2956700	T7
Registration Number:	2800444	BUBBLE-OUT
Registration Number:	2960826	EZ BUBBLE-OUT
Registration Number:	2799948	SX
Registration Number:	3799828	INTELLIPACK
Registration Number:	2735946	SHARP PACKAGING SYSTEMS
Registration Number:	2760275	CORNER KEEPER
Registration Number:	2710151	ARMOR-LITE
Registration Number:	2305411	PROFLEX
Registration Number:	2160146	EDGE FOAM
Registration Number:	2081484	POLY LITE
Registration Number:	2075684	AIR KRAFT
Registration Number:	2075683	PAD KRAFT
Registration Number:	2035823	FURNITURE GUARD
Registration Number:	1988561	ASTRO-FOIL
Registration Number:	1786129	FRIENDLY FOAM
Registration Number:	1548286	SLEEVIT
Registration Number:	1301670	MICROFOAM
Registration Number:	1254535	ASTRO-CELL
Registration Number:	1219135	POLYPLANK
Registration Number:	1048125	ASTRO-BUBBLE

Property Type	Number	Word Mark
Registration Number:	1024679	ASTRO-SUPRABUBBLE
Registration Number:	0892262	FLO-PAK
Registration Number:	1124398	BULK AIR
Registration Number:	1095977	CUSHION-LITE
Registration Number:	1578998	8
Registration Number:	2141825	SUPER 8
Registration Number:	2485467	FP INTERNATIONAL
Registration Number:	2482601	FP INTERNATIONAL
Registration Number:	2488672	CUSHION-AIR
Registration Number:	2589854	CELL-O
Registration Number:	2767458	FASTTRACK
Registration Number:	2368494	NOVUS
Registration Number:	2414008	NOVUS
Registration Number:	2751130	NOVUS DOUBLE-CUSHION
Registration Number:	2759906	NOVUS SUPERTUBE
Registration Number:	2744197	NOVUS QUILT-AIR
Registration Number:	3014964	CELL-O
Registration Number:	3028337	PILLOW PAK'R
Registration Number:	3203442	PILLOW PAK
Registration Number:	3065767	FASTTRACK PAPER PAK'R
Registration Number:	3627013	MINI PAK'R
Registration Number:	3725061	SPEED FEEDER
Registration Number:	3905892	GREEN FAMILY
Registration Number:	4827317	PRO PAK'R
Registration Number:	4801819	POWER PAK'R

CORRESPONDENCE DATA

Fax Number: 2028357586
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: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	30045.98124
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/

DATE SIGNED:

07/19/2018

Total Attachments: 10

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT dated as of July 13, 2018 (this “Agreement”), among Pregis Ultimate Holdings Corporation (“Holdings”), Pregis Holding I Corporation (the “Borrower”), Pregis Innovative Packaging Inc., Pregis Intellipack LLC, Pregis Sharp Systems, LLC and Free-Flow Packaging International, Inc. (each, a “Grantor” and collectively, the “Grantors”) and Owl Rock Capital Corporation, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) to the Second Lien Credit Agreement dated as of July 13, 2018 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Pregis Ultimate Holdings Corporation, a Delaware corporation (“Holdings”), Pregis Holding I Corporation, a Delaware corporation (the “Borrower”), the Lenders party thereto and Owl Rock Capital Corporation, as Administrative Agent and Collateral and (b) the Second Lien Collateral Agreement dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, 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 Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the United States trademarks and trademark applications listed on Schedule I attached hereto, including all goodwill associated therewith or symbolized thereby (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application and shall not be deemed to grant a security interest in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each 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 Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon Payment in Full, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Subject to the Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Security Interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any such right or remedy by the Collateral Agent or any Secured Party hereunder are subject to the provisions of the Intercreditor Agreement dated July 13, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among the Borrower, Holdings, Barclays Bank PLC, as First Lien Agent, Owl Rock Capital Corporation, as Second Lien Agent, and acknowledged by the Grantors (as defined therein) and other persons from time to time party thereto. If there is a conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement will control.

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

PREGIS INNOVATIVE PACKAGING INC.
PREGIS INTELLIPACK LLC
PREGIS SHARP SYSTEMS, LLC
FREE-FLOW PACKAGING INTERNATIONAL,
INC., each as a Grantor

By: 

Name: Keith LaVanway

Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006387 FRAME: 0123

OWL ROCK CAPITAL CORPORATION, as
Collateral Agent

By: 
Name: Alan Kirshenbaum
Title: Authorized Signatory

TRADEMARK COLLATERAL

U.S. Trademark Registrations and Applications:

TRADEMARK	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE	OWNER
PREGIS POLYMASK	87911815 (Intent to Use)	May 8, 2018	—	—	Pregis Innovative Packaging LLC
EASYPACK & Design	87818613	March 2, 2018	—	—	Pregis Innovative Packaging LLC
PROPAFOAM	87665127 (Intent to Use)	Oct 30, 2017	—	—	Pregis Innovative Packaging LLC
SG POLYMASK	87308402 (Intent to Use)	Jan 20, 2017	—	—	Pregis Innovative Packaging LLC
SURFACE GUARD POLYMASK	87261972 (Intent to Use)	Dec 8, 2016	—	—	Pregis Innovative Packaging LLC
EASYPACK	86906742	Feb 12, 2016	5187833	Apr 18, 2017	Pregis Innovative Packaging LLC
SMARTFOAM (Stylized)	86655913	June 9, 2015	4981227	Jun 21, 2016	Pregis Innovative Packaging LLC
MAXWELL & Design	86569182	Mar 19, 2015	5187056	Apr 18, 2017	Pregis Innovative Packaging LLC
MAXWELL	86552636	Mar 4, 2015	5187032	Apr 18, 2017	Pregis Innovative Packaging LLC
AIRSPEED EDGE	86983902	Jan 22, 2015	—	—	Pregis Innovative Packaging LLC
AIRSPEED HLX	86511463	Jan 22, 2015	5124894	Jan 17, 2017	Pregis Innovative Packaging LLC
AIRSPEED AXIS	86511456	Jan 22, 2015	5041974	Sep 13, 2016	Pregis Innovative Packaging LLC
AIRSPEED EDGE	86511483 (Intent to Use)	Jan 22, 2015	—	—	Pregis Innovative Packaging LLC
PX3	86373821	Aug 21, 2014	4715793	Apr 7, 2015	Pregis Innovative Packaging LLC

TRADEMARK	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE	OWNER
SHARP PACKAGING SYSTEMS	85778256	Nov 13, 2012	4405933	Sep 24, 2013	Pregis Sharp Systems, LLC
MAX	85778261	Nov 13, 2012	4361406	July 2, 2013	Pregis Sharp Systems, LLC
HC FLEX	85131339	Sep 16, 2010	4176288	Jul 17, 2012	Pregis Innovative Packaging LLC
packaging DESIGN	85102280	Aug 6, 2010	4296600	Feb 26, 2013	Pregis Innovative Packaging LLC
packaging DESIGN	85090788	Jul 22, 2010	4296599	Feb 26, 2013	Pregis Innovative Packaging LLC
CHAMBERPAK	77957840	Mar 12, 2010	4277403	Jan 15, 2013	Pregis Innovative Packaging LLC
DENSINATOR	77879620	Nov 24, 2009	3821045	Jul 20, 2010	Pregis Innovative Packaging LLC
ABSOLUTE	77757331	Jun 11, 2009	3820455	Jul 20, 2010	Pregis Innovative Packaging LLC
E-Z BAGS	77668361	Feb 11, 2009	3801800	Jun 15, 2010	Pregis Sharp Systems, LLC
SURFACE GUARD (Recently acquired)	77651327	Jan 16, 2009	3764999	Mar 23, 2010	Pregis Innovative Packaging LLC
AIRSPEED SMART	77615603	Nov 17, 2008	3764708	Mar 23, 2010	Pregis Innovative Packaging LLC
ASTRO-FOAM RENEW	77592644	Oct 14, 2008	3962223	May 17, 2011	Pregis Innovative Packaging LLC
MICROGUARD	77569699	Sep 15, 2008	3611833	Apr 28, 2009	Pregis Innovative Packaging LLC
SURFACE GUARD & Design	77411722	Mar 3, 2008	3729145	Dec 22, 2009	Pregis Innovative Packaging LLC
GEOSPEED	77190708	May 25, 2007	3362176	Jan 1, 2008	Pregis Innovative Packaging LLC
PROFLEX	77146062	Apr 2, 2007	3364690	Jan 8, 2008	Pregis Innovative Packaging LLC
EP-FLEX	78883450	May 15, 2006	3334847	Nov 13, 2007	Pregis Innovative Packaging LLC
ASTRO-FOAM	78793572	Jan 18, 2006	3299721	Sep 25, 2007	Pregis Innovative Packaging LLC
AIRSPEED	78759030	Nov 22, 2005	3655949	Jul 14, 2009	Pregis Innovative Packaging LLC

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006387 FRAME: 0126

TRADEMARK	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE	OWNER
MAX PLUS & Design	76649652	Nov 2, 2005	3188566	Dec 26, 2006	Pregis Sharp Systems, LLC
PREGIS	78709372	Sep 8, 2005	3855049	Sep 28, 2010	Pregis Innovative Packaging LLC
CONCIERGE PLATINUM	76618107	Oct 25, 2004	3059863	Feb 21, 2006	Pregis Sharp Systems, LLC
T7	76575884	Feb 9, 2004	2956700	May 31, 2005	Pregis Sharp Systems, LLC
BUBBLE-OUT	78212016	Feb 7, 2003	2800444	Dec 30, 2003	Pregis Innovative Packaging LLC
EZ BUBBLE-OUT	78211197	Feb 5, 2003	2960826	Jun 7, 2005	Pregis Innovative Packaging LLC
SX	76462209	Oct 28, 2002	2799948	Dec 30, 2003	Pregis Sharp Systems, LLC
INTELLIPACK	76464147	Oct 28, 2002	3799828	Jun 8, 2010	Pregis IntelliPack LLC
SHARP PACKAGING SYSTEMS & Design	76301554	Aug 20, 2001	2735946	Jul 15, 2003	Pregis Sharp Systems, LLC
CORNER KEEPER	78078444	Aug 9, 2001	2760275	Sep 2, 2003	Pregis Innovative Packaging LLC
ARMOR-LITE	78065217	May 23, 2001	2710151	Apr 22, 2003	Pregis Innovative Packaging LLC
PROFLEX	75450812	Mar 16, 1998	2305411	Jan 4, 2000	Pregis Innovative Packaging LLC
EDGE FOAM	75221460	Jan 6, 1997	2160146	May 26, 1998	Pregis Innovative Packaging LLC
POLY LITE	75146243	Aug 6, 1996	2081484	Jul 22, 1997	Pregis Innovative Packaging LLC
AIR KRAFT	75141643	Jul 25, 1996	2075684	Jul 1, 1997	Pregis Innovative Packaging LLC
PAD KRAFT	75141639	Jul 25, 1996	2075683	Jul 1, 1997	Pregis Innovative Packaging LLC
FURNITURE GUARD	75088968	Apr 16, 1996	2035823	Feb 4, 1997	Pregis Innovative Packaging LLC
ASTRO-FOIL	74712627	Aug 8, 1995	1988561	Jul 23, 1996	Pregis Innovative Packaging LLC
FRIENDLY FOAM	74155438	Apr 9, 1991	1786129	Aug 3, 1993	Pregis Innovative Packaging LLC

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TRADEMARK
REEL: 006387 FRAME: 0127

TRADEMARK	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE	OWNER
SLEEVIT	73763684	Nov 14, 1988	1548286	Jul 18, 1989	Pregis Innovative Packaging LLC
MICROFOAM	73435134	Jul 20, 1983	1301670	Oct 23, 1984	Pregis Innovative Packaging LLC
ASTRO-CELL	73364363	May 13, 1982	1254535	Oct 18, 1983	Pregis Innovative Packaging LLC
POLYPLANK	73339385	Nov 30, 1981	1219135	Dec 7, 1982	Pregis Innovative Packaging LLC
ASTRO-BUBBLE	73079490	Mar 8, 1976	1048125	Sep 14, 1976	Pregis Innovative Packaging LLC
ASTRO-SUPRABUBBLE	73049590	Apr 15, 1975	1024679	Nov 11, 1975	Pregis Innovative Packaging LLC
FLO-PAK	72327756	May 20, 1969	892262	Jun 9, 1970	Free-Flow Packaging International, Inc.
BULK AIR	73142642	Sep 26, 1977	1124398	Aug 28, 1979	Free-Flow Packaging International, Inc.
CUSHION-LITE	73142633	Sep 26, 1977	1095977	Jul 11, 1978	Free-Flow Packaging International, Inc.
FIGURE EIGHT (STYLIZED)	73738901	Jul 11, 1988	1578998	Jan 23, 1990	Free-Flow Packaging International, Inc.
SUPER 8	75079849	Mar 28, 1996	2141825	Mar 10, 1998	Free-Flow Packaging International, Inc.
FP INTERNATIONAL	75227333	Sep 23, 1996	2485467	Sep 4, 2001	Free-Flow Packaging International, Inc.
FP INTERNATIONAL (STYLIZED)	75172586	Sep 26, 1996	2482601	Aug 28, 2001	Free-Flow Packaging International, Inc.
CUSHION-AIR	75747712	Jul 12, 1999	2488672	Sep 11, 2001	Free-Flow Packaging International, Inc.
CELL-O	76219691	Mar 2, 2001	2589854	Jul 2, 2002	Free-Flow Packaging International, Inc.

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TRADEMARK
REEL: 006387 FRAME: 0128

TRADEMARK	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE	OWNER
FASTTrack	76241943	Apr 12, 2001	2767458	Sep 23, 2003	Free-Flow Packaging International, Inc.
NOVUS	75758760	Jul 23, 1999	2368494	Jul 18, 2000	Free-Flow Packaging International, Inc.
NOVUS	75877788	Dec 20, 1999	2414008	Dec 19, 2000	Free-Flow Packaging International, Inc.
NOVUS DOUBLE-CUSHION	76338682	Nov 16, 2001	2751130	Aug 12, 2003	Free-Flow Packaging International, Inc.
NOVUS SUPERTUBE	76338681	Nov 16, 2001	2759906	Sep 2, 2003	Free-Flow Packaging International, Inc.
NOVUS QUILT-AIR	76338680	Nov 16, 2001	2744197	Jul 29, 2003	Free-Flow Packaging International, Inc.
CELL-O	78362954	Feb 5, 2004	3014964	Nov 15, 2005	Free-Flow Packaging International, Inc.
PILLOW PAK'R	78500451	Oct 15, 2004	3028337	Dec 13, 2005	Free-Flow Packaging International, Inc.
PILLOW PAK	78554569	Jan 26, 2005	3203442	Jan 30, 2007	Free-Flow Packaging International, Inc.
FASTTrack PAPER PAK'R	78576382	Feb 28, 2005	3065767	Mar 7, 2006	Free-Flow Packaging International, Inc.
MINI PAK'R	78878112	May 5, 2006	3627013	May 26, 2009	Free-Flow Packaging International, Inc.
SPEED FEEDER	77733818	May 11, 2009	3725061	Dec 15, 2009	Free-Flow Packaging International, Inc.
GREEN FAMILY	77786300	Jul 21, 2009	3905892	Jan 11, 2011	Free-Flow Packaging International, Inc.
PRO PAK'R	85573578	Mar 19, 2012	4827317	Oct 6, 2015	Free-Flow Packaging International, Inc.

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006387 FRAME: 0129

TRADEMARK	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE	OWNER
POWER PAK'R	85679090	Jul 17, 2012	4801819	Sep 1, 2015	Free-Flow Packaging International, Inc.
FP INTERNATIONAL AND 50 YEARS Design	87/514,718 (Intent to Use)	Jul 3, 2017	—	—	Free-Flow Packaging International, Inc.
PROTECTING WHAT MATTERS	87/514,733 (Intent to Use)	Jul 3, 2017	—	—	Free-Flow Packaging International, Inc.

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