

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557834

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| WILMINGTON TRUST, NATIONAL ASSOCIATION | | 01/15/2020 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | PRETIUM CANADA PACKAGING ULC | | |
| Street Address: | 15450 South Outer Forty Drive, Suite 120 | | |
| City: | CHESTERFIELD | | |
| State/Country: | MISSOURI | | |
| Postal Code: | 63017 | | |
| Entity Type: | UNLIMITED LIABILITY COMPANY: CANADA | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4493232 | VERSATUBE | |
| Registration Number: | 3600892 | MEDIPLAST | |
| Registration Number: | 2807734 | STARPLEX | |
| Registration Number: | 2283077 | DIP N COUNT | |
| Registration Number: | 2576946 | QUICK TURN | |
| Registration Number: | 2678382 | DISCAP | |
| Registration Number: | 3002153 | KANGAPACK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3105572193 | | |
| <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> | | | |
| Phone: | 310-557-2900 | | |
| Email: | klathrop@proskauer.com | | |
| Correspondent Name: | PROSKAUER ROSE LLP | | |
| Address Line 1: | 2029 CENTURY PARK EAST, SUITE 2400 | | |
| Address Line 2: | C/O KIMBERLEY A. LATHROP | | |
| Address Line 4: | LOS ANGELES, CALIFORNIA 90067 | | |
| ATTORNEY DOCKET NUMBER: | 54811.024 | | |
| NAME OF SUBMITTER: | Kimberley A. Lathrop | | |

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| | |
|---|------------------------|
| SIGNATURE: | /Kimberley A. Lathrop/ |
| DATE SIGNED: | 01/16/2020 |
| Total Attachments: 4 source=Pretium - 2L Termination and Release of TMSA (Pretium Canada) (2019) (Executed)#page1.tif source=Pretium - 2L Termination and Release of TMSA (Pretium Canada) (2019) (Executed)#page2.tif source=Pretium - 2L Termination and Release of TMSA (Pretium Canada) (2019) (Executed)#page3.tif source=Pretium - 2L Termination and Release of TMSA (Pretium Canada) (2019) (Executed)#page4.tif | |

TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (“Termination and Release”), dated as of January 15, 2020, is made by WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacities as administrative agent and as collateral agent (the “Agent”) for the Secured Parties in favor of PRETIUM CANADA PACKAGING ULC, a British Columbia unlimited liability company (the “Grantor”). Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Second Lien Pledge and Security Agreement (as defined below), the Second Lien Credit Agreement (as defined in the Second Lien Pledge and Security Agreement) or the Trademark Security Agreement (as defined below), as applicable.

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement, dated as of November 14, 2016 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Second Lien Pledge and Security Agreement”), the Grantor executed a Trademark Security Agreement, dated as of August 15, 2019 (the “Trademark Security Agreement”), by and among the Grantor, the other grantors from time to time party thereto and the Agent, which was recorded in the United States Patent and Trademark Office at Trademark Reel 006726, Frame 0452, pursuant to which the Grantor granted a security interest to the Agent, for the benefit of the Secured Parties, in the Trademark Collateral, including the trademark registrations and trademark applications listed on Schedule A hereto and made a part hereof.

WHEREAS, the Grantor has satisfied in full its obligations under the Second Lien Credit Agreement, the Second Lien Pledge and Security Agreement and the Trademark Security Agreement and requests a release of the security interest in the Trademark Collateral granted thereunder; and

WHEREAS, the Agent now desires to terminate the Trademark Security Agreement and terminate and release its security interest in the Trademark Collateral, including the trademark registrations and trademark applications listed on Schedule A hereto, and to reassign any and all rights, title, and interest in the same to Grantor, in each case, as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Agent, for itself and for the benefit of the Secured Parties, hereby irrevocably terminates the Trademark Security Agreement and irrevocably discharges, terminates and releases its Lien on and security interest in all of Grantor’s right, title and interest in and to the Trademark Collateral, including those trademark registrations and trademark applications set forth on Schedule A.

2. The Agent hereby assigns, grants and conveys to the Grantor, without any representation, warranty, recourse or undertaking by the Agent, any and all of the Agent's right, title, and interest in and to the Trademark Collateral, including those trademark registrations and trademark applications set forth on Schedule A.

3. The Agent agrees to execute, acknowledge, procure and deliver all further documents and do all such other acts as may be reasonably required or desirable to carry out the purposes of this Termination and Release, including to effect the release of the Agent's security interest contemplated hereby.

4. The Agent authorizes and requests that the Commissioner of the United States Patent and Trademark Office and any other applicable government authority record this Termination and Release.

5. This Termination and Release and the rights and obligations of the parties hereto shall be governed by and construed and interpreted in accordance with the laws of the State of New York and shall be binding upon the parties' representatives, successors, assigns and transferees.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Termination and Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Agent


By: _____
Name:
Its:



Jeffery Rose
Vice President

SCHEDULE A
TO
TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

| Owner | Trademark | Registration Number |
|--|---|---------------------|
| Pretium Canada Packaging ULC (Successor by amalgamation to Starplex Scientific Inc.) | VERSATUBE | 4493232 |
| Pretium Canada Packaging ULC (Successor by amalgamation to Starplex Scientific Inc.) | MEDIPLAST | 3600892 |
| Pretium Canada Packaging ULC (Successor by amalgamation to Starplex Scientific Inc.) | STARPLEX & Design  | 2807734 |
| Pretium Canada Packaging ULC (Successor by amalgamation to Starplex Scientific Inc.) | DIP N COUNT | 2283077 |
| Pretium Canada Packaging ULC (Successor by amalgamation to Starplex Scientific Inc.) | QUICK TURN | 2576946 |
| Pretium Canada Packaging ULC (Successor by amalgamation to Starplex Scientific Inc.) | DISCAP | 2678382 |
| Pretium Canada Packaging ULC (Successor by amalgamation to Starplex Scientific Inc.) | KANGAPACK | 3002153 |

TRADEMARK APPLICATIONS

None.