

06/04/2013

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

MD 06-04-13

REI
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103658987



To the Director of the U. S. Patent and Trademark Office, or to the appropriate branch office (see list of branch offices on the back cover of this form) at the address(es) below.

1. Name of conveying party(ies):

Rovema Packaging Machines, L.P.

- Individual(s)
- Partnership
- Corporation- State: Georgia
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) May 23, 2013

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Fifth Third Bank

Street Address: 3344 Peachtree Road, Suite 800

City: Atlanta

State: GA

Country: USA Zip: 30326

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Banking Corp. Citizenship _____

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

78547614

B. Trademark Registration No.(s)

3265848

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: Jennifer D. Malinovsky, Esq.

Internal Address: _____

Street Address: 201 17th Street, NW
Suite 1700

City: Atlanta

State: GA Zip: 30363

Phone Number: 404-322-6752

Docket Number: _____

Email Address: jennifer.malinovsky@nelsonmullins.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

06/05/2013 11:01:11 00000027 3265848

Deposit Account Number _____ 40.00 00

Authorized User Name _____

9. Signature:

Signature
Jennifer D. Malinovsky

Name of Person Signing

5/31/13
Date

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

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

TRADEMARK
REEL: 005045 FRAME: 0323

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of May 23 2013 by and between ROVEMA PACKAGING MACHINES, L.P. a Georgia limited partnership and BOSSAR USA, INC., a Florida corporation (together, the "Debtor") and FIFTH THIRD BANK ("Bank").

WITNESSETH:

WHEREAS, Bank and Debtor have made and entered into that certain Loan and Security Agreement, dated as of even date herewith (as amended, modified, supplemented and restated from time to time, the "Loan Agreement"); and

WHEREAS, Bank has required, as a condition to the extension of financial accommodations to be extended to Debtor under the Loan Agreement, that Debtor pledge to Bank and grant to Bank a Lien on and in its "Trademarks" (as defined herein) as security for the Obligations; and

WHEREAS, Debtor is willing to execute and deliver this Agreement in order to induce Bank to make financial accommodations set forth in the Loan Documents;

NOW, THEREFORE, for and in consideration of the premises set forth above and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Debtor and Bank hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Debtor hereby grants, assigns, transfers and pledges to Bank, a security interest in and lien on as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, upon the occurrence and during the continuation of an Event of Default, all of Debtor's right, title and interest in and to the following, whether, now existing or hereafter acquired: (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule I attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and

damages and payments for past or future infringements or dilutions thereof, (c) the right to sue or otherwise recover for past, present and future infringements and dilutions thereof, (d) the goodwill of Debtor's business symbolized by the foregoing and connected therewith, (e) all of Debtor's rights corresponding thereto throughout the world, and (f) all other proceeds and products of the foregoing, including (without limitation) any rights pursuant to its agreements with any other party relating thereto (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(f) in this Section 2(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"), and (ii) the goodwill of Debtor's business connected with and symbolized by the Trademarks.

3. New Trademarks. Debtor represents and warrants that as of the date hereof (a) the Trademarks listed on Schedule 1 are a true, accurate and complete list of all of Debtor's Trademarks registered in the United States of America, and (b) from and after the date hereof no Liens in such Trademarks have been granted by Debtor to any person or entity, other than the Bank and except as permitted in the Loan Agreement. If, prior to payment in full of the Obligations and the termination of this Agreement, Debtor shall (i) obtain rights to any new Trademarks or (ii) become entitled to the benefit of any Trademarks, the provisions of Section 2 above shall automatically apply thereto, provided that Debtor shall not be under any obligation to take any steps or incur any costs to enforce, create or perfect any lien or security interest in any Trademarks registered outside of the United States of America, including, without limitation any filing, recordation, notice or otherwise in any country other than the United States of America. Debtor shall give to Bank written notice of the acquisition of new Trademarks registered in the United States of America promptly after the occurrence thereof. Debtor may, and hereby authorizes Bank to, modify this Agreement unilaterally upon Debtor's notice to Bank (i) by amending Schedule I to include any such future Trademarks registered in the United States of America and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule I thereto, as the case may be, such future Trademarks.

4. Grant of License. Bank hereby grants to Debtor the royalty-free, exclusive, nontransferable right and license to make, have made, use, and sell the inventions disclosed and claimed in the Trademarks for Debtor's own benefit and account and for none other. Such right and license shall be exercisable by such Debtor at all times except upon the occurrence and during the continuance of an Event of Default. Except as otherwise permitted by the Loan Documents, Debtor agrees not to sell or assign its interest in, or grant any sublicense under, the right and license granted to it in this Section without the prior written consent of Bank.

5. Royalties. Debtor hereby agrees that the use by Bank of the Trademarks as authorized hereunder in connection with Bank's exercise of its rights and remedies hereunder or pursuant to any Loan Document shall be coextensive with Debtor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Bank to Debtor.

6. Duties of Debtor. Debtor shall have the duty, to the extent desirable in the normal conduct of its business, to (a) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the

termination of this Agreement, (b) make application on untrademarked but trademarkable items, as appropriate, giving due consideration to value, importance, cost, and opinion of counsel as to trademarkability, and (c) preserve, maintain, and enforce against infringement all Trademarks (other than nonpayment of renewal fees on trademarks which are not necessary or useful in the conduct of Debtor's business or operations, if so consented to by Bank). Debtor further agrees (i) not to abandon any registered Trademark material to the conduct of its business without the prior written consent of Bank, and (ii) to maintain in full force and effect the registered Trademarks material to the conduct of its business. Any reasonable expenses incurred in connection with the foregoing shall be borne by Debtor. Bank shall not have any duty, other than any duty imposed by law, with respect to the Trademarks. Without limiting the generality of the foregoing, Bank shall be under no obligation to take any steps necessary to preserve rights in the Trademarks against any other parties, but Bank may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the account of Debtor and shall be added to the Obligations secured hereby.

7. Power of Attorney; Cumulative Remedies. Debtor hereby irrevocably designates, constitutes and appoints Bank (and all officers of Bank designated by the Bank in its sole and absolute discretion) as Debtor's true and lawful attorney-in-fact, and authorizes Bank and any of Bank's designees, in Debtor's or Bank's name, upon the occurrence and during the continuation of an Event of Default, to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, and consistent with existing license agreements, including, without limitation, to (i) endorse Debtor's name on all applications, documents, papers and instruments necessary or reasonably desirable for Bank in the use of the Trademarks, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone, and (iv) take any other actions with respect to the Trademarks as Bank deems in its best interest. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

8. Termination and Release. This Agreement (a) shall terminate when (i) the Loan Agreement shall have expired or been terminated, (ii) the principal of and interest on each Loan and all fees and other Obligations (other than any Other Obligations and contingent indemnification obligations with respect to which no claim has been asserted) and shall have been paid in full, and (b) shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored by Bank or the Debtor upon the bankruptcy or reorganization of the Debtor or otherwise.

9. Successors and Assigns. This Agreement shall be binding upon Debtor and its successors and assigns, and shall inure to the benefit of Bank and its nominees, successors and assigns.

Debtor's successors and assigns shall include, without limitation, a receiver or a trustee of Debtor; provided, however, that Debtor shall not voluntarily assign or transfer its rights or obligations hereunder without Bank's prior written consent.

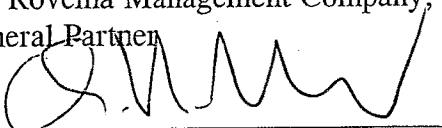
10. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the laws and decisions of the State of Georgia, without reference to the conflicts or choice of law principles thereof.

11. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

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

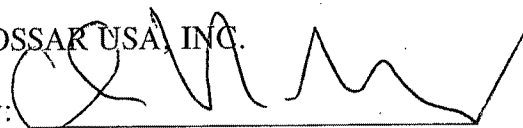
DEBTOR:

ROVEMA PACKAGING MACHINES, L.P.,
By: Rovema Management Company, Inc. its
General Partner

By: 
Name: Charlotte Koellner
Title: Executive Vice President

[SEAL]

BOSSAR USA, INC.

By: 
Name: Charlotte Koellner
Title: Executive Vice President

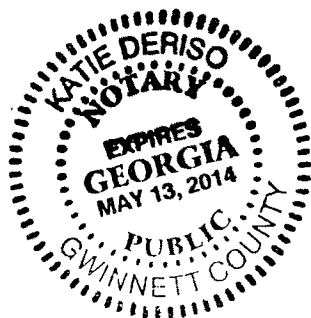
[SEAL]

STATE OF Georgia
COUNTY OF Fulton

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Charlotte Koellner, whose name as an officer of each of the general partner of ROVEMA PACKAGING MACHINES, L.P. and of BOSSAR USA, INC., is signed to the foregoing instrument, and who is known to me or who produced identification satisfactory to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 23rd day of May, 2013.

[AFFIX SEAL]



Katie Deriso
Notary Public

My commission expires: 5/13/14

Agreed and Accepted as of this May 23, 2013

FIFTH THIRD BANK

By: Den DeBorja
Name: Den DeBorja
Title: VP

Schedule 1
To
Trademark Security Agreement

Dated as of May 23, 2013

Trademark List by Trademark

| Trademark | Case Number | Country | SubCase | Case Type | Application Number | Filing Date | Publication Number | Publication Date | Registration Number | Registration Date | Status | Next Renewal |
|-----------|-------------|---------|---------|-----------|--------------------|-------------|--------------------|------------------|---------------------|-------------------|--------|--------------|
|-----------|-------------|---------|---------|-----------|--------------------|-------------|--------------------|------------------|---------------------|-------------------|--------|--------------|

| | | | | | | | | | | | | |
|--------|-------------|--------|-----|--|---------|-------------|--|--|----------|-------------|------------|-------------|
| STABLO | R112 4001CA | Canada | ORD | | 1259076 | 26-May-2005 | | | TMA66511 | 02-Jun-2006 | Registered | 02-Jun-2021 |
|--------|-------------|--------|-----|--|---------|-------------|--|--|----------|-------------|------------|-------------|

Atty/Par/Sec: Sarah Anne Keefe; Marcy Sperry; Laura Echols

Client: ROVEMA PACKAGING MACHINES, L.P.

Agent:

Billing Number: 47927.0016.6

Classes: 00 Int.

Goods: Bag making machines

Owner: ROVEMA PACKAGING MACHINES,
 Client Ref:
 Agent Ref:

| | | | | | | | | | | | | |
|--------|-----------|--------------------------|-----|--|----------|-------------|--|--|---------|-------------|------------|-------------|
| STABLO | R112 3001 | United States of America | ORD | | 78547614 | 14-Jan-2005 | | | 3265848 | 17-Jul-2007 | Registered | 17-Jul-2017 |
|--------|-----------|--------------------------|-----|--|----------|-------------|--|--|---------|-------------|------------|-------------|

Atty/Par/Sec: Sarah Anne Keefe; Marcy Sperry; Laura Echols

Client: ROVEMA PACKAGING MACHINES, L.P.

Agent:

Billing Number: 47927.0010.7

Classes: 00 Int.

Goods: Bag making machines

Owner: ROVEMA PACKAGING MACHINES,
 Client Ref:
 Agent Ref:

| | | | | | | | | | | | | |
|-------------|-------------|--------|-----|--|---------|-------------|--|--|-----------|-------------|------------|-------------|
| STABLO SEAL | R112 4002CA | Canada | ORD | | 1259642 | 31-May-2005 | | | TMA677989 | 01-Dec-2006 | Registered | 01-Dec-2021 |
|-------------|-------------|--------|-----|--|---------|-------------|--|--|-----------|-------------|------------|-------------|

Atty/Par/Sec: Scott Sudderth; Marcy Sperry; Laura Echols

Client: ROVEMA PACKAGING MACHINES, L.P.

Agent:

Billing Number: 47927.0017.4

Classes: 00 Int.

Goods: Bag making machines

Owner: ROVEMA PACKAGING MACHINES,
 Client Ref:
 Agent Ref:

Sort Order: by Trademark

Report Format: Comprehensive

Print Goods?: Yes

Print Remarks?: No

Print Images/Links?: No

Print Designated Countries?: No

Filing Date:

From:

To:

Case Number: R112*

Status Code: Active

Case Type(s):

Status(es):

Trademark:

Client:

Agent:

Atty/Par/Sec:

Owner:

Country:

Area:

Keyword: