

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Graphic Management Specialty Products, Inc.		07/19/2013	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Collateral Agent under the First Lien Guarantee and Collateral Agreement		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4209208	GMSP	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	617-951-8132		
Email:	linda.salera@bingham.com		
Correspondent Name:	Linda A. Salera		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Bingham McCutchen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
Signature:	/Linda A. Salera/		

OP \$40.00 4209208

Date:

07/22/2013

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT
July 19, 2013

**(Trademarks, Trademark Registrations, Trademark
Applications and Trademark Licenses)**

WHEREAS, GRAPHIC MANAGEMENT SPECIALTY PRODUCTS, INC., a Wisconsin corporation (herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Hoffmaster Group, Inc. (the “**Borrower**”), Hoffmaster Holdings, Inc. (f/k/a KHOF Holdings, Inc.), the Lenders party thereto, and General Electric Capital Corporation, as Administrative Agent and Collateral Agent, are parties to a First Lien Credit Agreement dated as of December 23, 2011 (as amended from time to time, the “**First Lien Credit Agreement**”);

WHEREAS, pursuant to (i) a First Lien Guarantee and Collateral Agreement dated as of December 23, 2011 (as amended and/or supplemented from time to time, the “**First Lien Guarantee and Collateral Agreement**”) among the Borrower, the Guarantors party thereto and General Electric Capital Corporation, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the “**Grantor’s Secured Guarantee**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the First Lien Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the First Lien Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Grantee, to secure the Grantor’s Secured Guarantee, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark (as defined in the First Lien Guarantee and Collateral Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; *provided* that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;

(ii) each Trademark License (as defined in the First Lien Guarantee and Collateral Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the First Lien Guarantee and Collateral Agreement or the First Lien Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the First Lien Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the First Lien Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

GRAPHIC MANAGEMENT SPECIALTY
PRODUCTS, INC.

By: David L. Walkowski
Name: David L. Walkowski
Title: Vice President, Secretary and
Treasurer

Acknowledged:

GENERAL ELECTRIC CAPITAL
CORPORATION,
as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

GRAPHIC MANAGEMENT SPECIALTY
PRODUCTS, INC.

By: _____
Name: David L. Walkowski
Title: Vice President, Secretary and
Treasurer

Acknowledged:

GENERAL ELECTRIC CAPITAL
CORPORATION,
as Collateral Agent

By:  _____
Name: Jason Ricketts
Title: Duly Authorized Signatory

**Schedule 1
to Trademark
First Lien Guarantee and Collateral Agreement**

GRAPHIC MANAGEMENT SPECIALTY PRODUCTS, INC.

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
GMSP	4,209,208	September 18, 2013

U.S. TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
N/A		

TRADEMARK LICENSES

Name of Agreement	Parties Licensor/Licensee	Date of Agreement	Subject Matter
N/A			