

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345846

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIGNCASTER CORPORATION D/B/A JOHNSON PLASTICS		05/29/2015	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	SIEMENS FINANCIAL SERVICES, INC.		
Street Address:	100 Wood Avenue South		
City:	Iselin		
State/Country:	NEW JERSEY		
Postal Code:	08830		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4736900	PUNCH 'N PRESS	
Registration Number:	3648360	ECONOSUB	
CORRESPONDENCE DATA			
Fax Number:	2027995000		
<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:	2027994000		
Email:	dctrademarks@dlapiper.com		
Correspondent Name:	Ann K. Ford		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	386159-000169		
NAME OF SUBMITTER:	Ryan C. Compton		
SIGNATURE:	/Ryan C. Compton/		
DATE SIGNED:	06/25/2015		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, is dated as of May 29, 2015, by SIGNCASTER CORPORATION D/B/A JOHNSON PLASTICS, a Minnesota corporation (“**New Grantor**”), in favor of SIEMENS FINANCIAL SERVICES, INC., in its capacity as agent (“**Agent**”) for Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 30, 2014 by and among Rowmark LLC (“**Rowmark**”) and Premier Material Concepts LLC, a Delaware limited liability company (“**PMC Borrower**”); each of Rowmark and the PMC Borrower are sometimes hereinafter referred to individually as a “**Borrower**” and Rowmark and the PMC Borrower are sometimes collectively referred to as, the “**Borrowers**”), Agent and the financial institutions (“**Lenders**”) from time to time party thereto (including all annexes, exhibits or schedules thereto, as amended by that certain First Amendment to Credit Agreement dated as of May 5, 2015, that certain Consent and Second Amendment to Credit Agreement dated as of the date hereof (the “**Amendment**”) and from time to time amended, restated, supplemented or otherwise modified, the “**Credit Agreement**”), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of the Borrowers;

WHEREAS, the Grantors party thereto executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of September 30, 2014 (the “**Collateral Agreement**”); and

WHEREAS, pursuant to that certain Joinder to the Guarantee and Collateral Agreement, dated as of the date hereof, the New Grantor became a “Grantor” thereunder and is therefore required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, New Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. New Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of New Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the “**Trademark Collateral**”):

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by New Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.


3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to and subject to the Collateral Agreement. New Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are as set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

**SIGNCASTER CORPORATION D/B/A
JOHNSON PLASTICS**

By: 
Name: Duane Jebbett
Title: Chief Executive Officer

**ACCEPTED AND ACKNOWLEDGED
BY:**

SIEMENS FINANCIAL SERVICES, INC.,
as Agent,

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

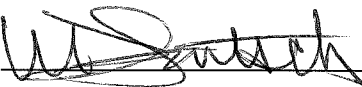
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


**SIGNCASTER CORPORATION D/B/A
JOHNSON PLASTICS**

By: _____
Name:
Title:

**ACCEPTED AND ACKNOWLEDGED
BY:**

SIEMENS FINANCIAL SERVICES, INC.,
as Agent,

By: 
Name: William Jentsch
Title: Vice President

By: 
Name: Melissa J. Brown
Title: Sr. Transaction Coordinator

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Grantor	Title	Serial	Registration No.	Filed	Issued
Signcaster Corporation	PUNCH 'N PRESS	86280249	4736900	5/13/2014	5/12/2015
Signcaster Corporation	ECONOSUB	77384166	3648360	1/30/2008	6/30/2009

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