OP \$490.00 382022

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM357658

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GOSS INTERNATIONAL CORPORATION		09/26/2015	CORPORATION: DELAWARE
GOSS INTERNATIONAL AMERICAS, INC.		09/26/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Ally Bank, as Agent		
Street Address:	300 Park Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Utah State Bank: UTAH		

PROPERTY NUMBERS Total: 19

900340011

Property Type	Number	Word Mark			
Registration Number:	3820224	AUTOPLATE			
Registration Number:	4241801	MAGNAPAK			
Registration Number:	2673757	OMNICON			
Registration Number:	2389009	PACESETTER			
Registration Number:	2577036	SUNDAY			
Registration Number:	2622553	UNIVERSALBINDER			
Registration Number:	1638155	COLORLINER			
Registration Number:	0767121	COMMUNITY			
Registration Number:	4532098	DIGIRAIL			
Registration Number:	0945724	GOSS			
Registration Number:	3782237	GOSS FLEXIBLE PRINTING SYSTEM			
Registration Number:	2812437	GOSS INTERNATIONAL			
Registration Number:	2231430	MAGNUM			
Registration Number:	1135512	METROLINER			
Registration Number:	1469623	MPCS			
Registration Number:	2091562	NEWSLINER			
Registration Number:	4317446	SUNDAY VPAK			
		TDADEMADIA			

TRADEMARK

REEL: 005638 FRAME: 0969

Property Type	Number	Word Mark
Registration Number:	2764493	UNILINER
Registration Number:	2206644	UNIVERSAL

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: John Salvage

Address Line 1: 4400 Easton Commons Way Suite 125

Address Line 2: CT Corporation

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	John Salvage
SIGNATURE:	/Michael Barys/
DATE SIGNED:	10/06/2015

Total Attachments: 8

source=Trademark security interest filing with USPTO#page1.tif source=Trademark security interest filing with USPTO#page2.tif source=Trademark security interest filing with USPTO#page3.tif source=Trademark security interest filing with USPTO#page4.tif source=Trademark security interest filing with USPTO#page5.tif source=Trademark security interest filing with USPTO#page6.tif source=Trademark security interest filing with USPTO#page7.tif source=Trademark security interest filing with USPTO#page8.tif

Form **PTO-1594** (Rev. 07/05) OMB Collection 0651-0027 (exp. 6/30/2008)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY					
To the Director of the U. S. Patent and Trademark Office: Pleas	se record the attached documents or the new address(es) below.				
Name of conveying party(ies): GOSS INTERNATIONAL CORPORATION	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? ✓ No				
Individual(s)	General Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship Vother Utah State Bank Citizenship Utah If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes V No (Designations must be a separate document from assignment) I identification or description of the Trademark. B. Trademark Registration No.(s) See Schedule I attached				
C. Identification or Description of Trademark(s) (and Filing					
5. Name & address of party to whom correspondence concerning document should be mailed: Name: John Salvage	6. Total number of applications and registrations involved:				
Internal Address: CT Corporation	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$				
Street Address: 4400 Easton Commons Way Suite 125	Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed				
City:Columbus	8. Payment Information:				
State: Ohio Zip: 43219	a. Credit Card Last 4 Numbers Expiration Date				
Phone Number: 614-572-6986	b. Deposit Account Number				
Fax Number:Email Address: John.Salvage@wolterskluwer.com	Authorized User Name				
	, addistized east mario				
9. Signature:	October 6, 2015				
Signature Leslie Kirsner	Date Total number of pages including cover				
Name of Person Signing	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 Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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Continuation of the information in Item 1 (Trademark Recordation form cover sheet GOSS INTERNATIONAL CORPORATION (conveying party #1)

Name of Additional Conveying Parties

GOSS INTERNATIONAL AMERICAS, INC. a Delaware Corporation

GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this "<u>Trademark Security Agreement</u>"), dated as of September 25, 2015, by each of the undersigned (each, a "<u>Grantor</u>" and collectively, the "<u>Grantors</u>"), in favor of ALLY BANK, as Agent.

WITNESSETH:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of September 25, 2015 (including all exhibits and schedules thereto and as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), by and among GOSS INTERNATIONAL CORPORATION, a Delaware corporation, to be converted to Goss International, LLC, a Delaware limited liability company on or after the Closing Date ("Goss"), GOSS INTERNATIONAL AMERICAS, INC., a Delaware corporation, to be converted to Goss International Americas, LLC, a Delaware limited liability company, on or after the Closing Date ("Goss Americas" and together with Goss and Goss Americas, jointly and severally, the "Borrowers" and each a "Borrower"), CERTAIN SUBSIDIARIES OF GOSS PARTY THERETO (each, a "Subsidiary Grantor" and, collectively with the Borrowers, the "Grantors") and ALLY BANK, as Agent.

WHEREAS, each Grantor is required to execute and deliver to the Agent this Trademark Security Agreement for the benefit of the Secured Parties.

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

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.
- 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As security for the payment and performance in full of the Secured Obligations, each Grantor hereby grants to the Agent and its successors and assigns, for the benefit of the Secured Parties, a continuing lien on and security interest in all of such Grantor's right, title and interest in, to and under any Trademarks and Trademark Licenses constituting Collateral owned by such Grantor, along with all goodwill associated therewith (collectively, the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising and wherever located, including all Trademarks set forth in Schedule I, provided that no lien or security interest shall be granted on any trademark or service mark consisting of an "intent to use" application until such time as an amendment to allege use in respect thereof has been accepted by the United States Patent and Trademark Office.
- 3. <u>SECURITY AGREEMENT</u>. The liens and security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, and not in limitation, of the liens and security interests granted to the Agent, for the benefit of the

Secured Parties, as security for the payment and performance in full of the Secured Obligations, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the liens on and security interests in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall control.

- 4. <u>COUNTERPARTS</u>. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. The exchange of copies of this Trademark Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Trademark Security Agreement as to the parties hereto and may be used in lieu of the original Trademark Security Agreement and signature pages for all purposes.
- 5. <u>TERMINATION OR RELEASE</u>. This Trademark Security Agreement shall terminate and the liens and security interests granted hereby shall be automatically released in accordance with the provisions set forth in Section 10 of the Security Agreement.
- 6. <u>GOVERNING LAW</u>. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each 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.

GOSS INTERNATIONAL CORPORATION

Ву:_____

Name: Torben Rasmussen Title: Chief Financial Officer

GOSS INTERNATIONAL AMERICAS, INC.

Name: Torben Rasmussen

Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Trademarks]

ACCEPTED AND ACKNOWLEDGED BY:

ALLY BANK, as Agent

Name: Eric S. Miller
Title: Managing Director Ally Corporate Finance

[Signature Page to Grant of Security Interest in Trademarks]

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS AND REGISTRATIONS

Owner	Trademark	Status	App No.	Filed	Reg No.	Reg Date	Docket No.
GOSS INTERNATIONAL AMERICAS	AUTOPLATE	Registered	77/657,5 04	1/27/2 009	3,820,224	7/20/2 010	31006/60001 A/US
GOSS INTERNATIONAL AMERICAS	MAGNAPAK	Registered	85/586,9 20	4/2/20 12	4,241,801	11/13/ 2012	31006/60153 /US
GOSS INTERNATIONAL AMERICAS	OMNICON	Registered	76/100,1 04	7/31/2 000	2,673,757	1/14/2 003	31006/60112 /US
GOSS INTERNATIONAL AMERICAS	PACESETTER	Registered	75/387,7 31	11/10/ 1997	2,389,009	9/26/2 000	31006/60117 /US
GOSS INTERNATIONAL AMERICAS	SUNDAY	Registered	75/723,4 30	6/7/19 99	2,577,036	6/11/2 002	28779/60111 /US
GOSS INTERNATIONAL AMERICAS	UNIVERSALB INDER	Registered	75/474,6 79	4/27/1 998	2,622,553	9/24/2 002	31006/60121 /US
GOSS INTERNATIONAL CORPORATION	COLORLINER	Registered	73/797,7 21	5/4/19 89	1,638,155	3/19/1 991	28779/60004 /US
GOSS INTERNATIONAL CORPORATION	COMMUNITY	Registered	72/172,3 95	7/3/19 63	767,121	3/24/1 964	28779/60009 /US
GOSS INTERNATIONAL CORPORATION	DIGIRAIL	Registered	85/895,0 14	4/4/20 13	4,532,098	5/20/2 014	28779/60785 /US
GOSS INTERNATIONAL CORPORATION	GOSS	Registered	72/390,4 25	4/27/1 971	945,724	10/24/ 1972	28779/60012 /US
GOSS INTERNATIONAL CORPORATION	GOSS FLEXIBLE PRINTING SYSTEM	Registered	77/635,6 84	12/18/ 2008	3,782,237	4/27/2 010	28779/60781 /US
GOSS INTERNATIONAL CORPORATION	GOSS INTERNATIO NAL	Registered	76/465,6 57	11/12/ 2002	2,812,437	2/10/2 004	28779/60076 /US
GOSS INTERNATIONAL CORPORATION	MAGNUM	Registered	75/281,8 50	4/28/1 997	2,231,430	3/16/1 999	28779/60061 /US
GOSS INTERNATIONAL CORPORATION	METROLINE R	Registered	73/173,3 39	6/6/19 78	1,135,512	5/20/1 980	28779/60029 /US

Schedule I-1

GOSS INTERNATIONAL CORPORATION	MPCS	Registered	73/596,4 35	5/2/19 86	1,469,623	12/22/ 1987	28779/60034 /US
GOSS INTERNATIONAL CORPORATION	NEWSLINER	Registered	74/466,5 83	12/7/1 993	2,091,562	8/26/1 997	28779/60035 /US
GOSS INTERNATIONAL CORPORATION	SUNDAY VPAK	Registered	77/949,0 76	3/3/20 10	4,317,446	4/9/20 13	28779/60783 /US
GOSS INTERNATIONAL CORPORATION	UNILINER	Registered	75/505,1 85	6/19/1 998	2,764,493	9/16/2 003	28779/60774 /US
GOSS INTERNATIONAL CORPORATION	UNIVERSAL	Registered	75/289,4 01	5/9/19 97	2,206,644	12/1/1 998	31696/60044 /US