

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM359659

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
M & R Printing Equipment, Inc.		10/22/2015	CORPORATION:
nuArc Company, Inc.		10/22/2015	CORPORATION:
Amscomatic, Inc.		10/22/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	Abacus Finance Group, LLC, as administrative agent		
Street Address:	6 East 43rd Street, 20th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	74130486	HYPER-FLASH	
Serial Number:	75277733	CHALLENGER	
Serial Number:	75277507	FORMULA	
Serial Number:	75277735	GAUNTLET	
Serial Number:	75278174	SPRINT	
Serial Number:	75277736	TRI-LOC	
Serial Number:	75278515	SATURN	
Serial Number:	75277750	GUARDIAN	
Serial Number:	75277751	REVOLVER	
Serial Number:	75515366	CHAMELEON	
Serial Number:	74553877	M&R	
Serial Number:	76242471	INK DIP	
Serial Number:	77623024	BOOMERANG	
Serial Number:	77652981	I-DOT	
Serial Number:	85252358	SPORTSMAN	
Serial Number:	86046995	THE LINK SYSTEM	
Serial Number:	86047001	THE MASTER LINK	

OP \$540.00 74130486

Property Type	Number	Word Mark
Serial Number:	86459295	DIGITAL SQUEEGEE
Serial Number:	74007724	NUVAC
Serial Number:	73181581	NUARC
Serial Number:	72042192	AMSCOMATIC

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.

Phone: 212-878-5144

Email: rmargi@goulstonstorrs.com

Correspondent Name: Ranya S. Margi

Address Line 1: 885 Third Avenue co Goulston & Storrs

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	14832-0048
NAME OF SUBMITTER:	Ranya S Margi
SIGNATURE:	/Ranya S Margi/
DATE SIGNED:	10/22/2015

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of October 22, 2015, is made by M & R Printing Equipment, Inc., a Delaware corporation, nuArc Company, Inc., a Delaware corporation, and Amscomatic, Inc., a Delaware corporation (collectively the “Grantor”), in favor of ABACUS FINANCE GROUP, LLC, in its capacity as administrative agent for the Lenders party to the Credit Agreement referred to below (in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Grantor, M&R U.S. Acquisition Corp., a Delaware corporation (“Borrower”), the lenders from time to time party thereto (the “Lenders”) and Agent, the Lenders have agreed to extend credit and make certain financial accommodations to Borrower;

WHEREAS, in connection with the Credit Agreement, Grantor, the other Loan Parties and Agent are entering into that certain Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for the ratable benefit of the Secured Parties, this 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, 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 or, if not otherwise defined in the Collateral Agreement, the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby pledges and grants to Agent, for the ratable benefit of the Secured Parties, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

2.1. all of its Trademarks, including those referred to on Schedule I hereto, excluding only 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, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

2.2. all extensions and renewals of the foregoing;

2.3. all goodwill connected with the use of, and symbolized by, each such Trademark;

2.4. all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

2.5. any and all royalties, fees, income, payments, products and other Proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

2.6. any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the ratable benefit of the Secured Parties, pursuant to the Collateral Agreement. 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 more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Collateral Agreement, the Collateral Agreement shall control. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Credit Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by Agent and Grantor.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

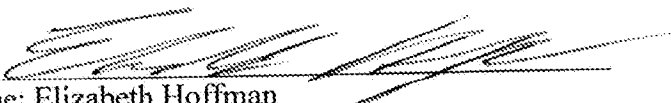
6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

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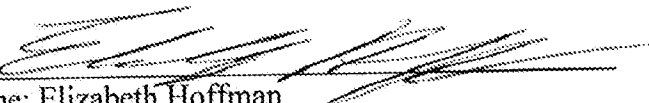
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:


M & R PRINTING EQUIPMENT, INC.

By: 
Name: Elizabeth Hoffman
Title: Vice President and Secretary

NUARC COMPANY, INC.

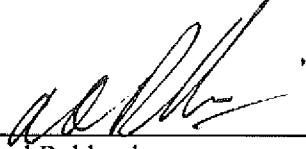
By: 
Name: Elizabeth Hoffman
Title: Vice President and Secretary

AMSCOMATIC, INC.

By: 
Name: Elizabeth Hoffman
Title: Vice President and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

ABACUS FINANCE GROUP, LLC
as Agent

By: 
Name: Aized Rabbani
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (ABACUS/M&R 2015)]

TRADEMARK
REEL: 005651 FRAME: 0038

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

<u>TRADEMARKS</u>							
GRANTOR	TITLE	COUNTRY NAME	STATUS	SERIAL NO.	FILING DATE	REGISTRATION NO.	ISSUE DATE
M & R Printing Equipment, Inc., Inc.	HYPER-FLASH	United States of America	Registered	74130486	Jan 14, 1991	1704554	Aug 4, 1992
M & R Printing Equipment, Inc.	VORTEX	United Kingdom	Open				
M & R Printing Equipment, Inc.	CHALLENGER	United States of America	Registered	75277733	Apr 21, 1997	2154948	May 5, 1998
M & R Printing Equipment, Inc.	FORMULA	United States of America	Registered	75277507	Apr 21, 1997	2172641 TERMINATIONS	Jul 14, 1998
M & R Printing Equipment, Inc.	GAUNTLET	United States of America	Registered	75277735	Apr 21, 1997	2154949	May 5, 1998
M & R Printing Equipment, Inc.	SPRINT	United States of America	Registered	75278174	Apr 21, 1997	2154955	May 5, 1998
M & R Printing Equipment, Inc.	TRI-LOC	United States of America	Registered	75277736	Apr 21, 1997	2221197	Feb 2, 1999

<u>TRADEMARKS</u>							
GRANTOR	TITLE	COUNTRY NAME	STATUS	SERIAL NO.	FILING DATE	REGISTRATION NO.	ISSUE DATE
M & R Printing Equipment, Inc.	SATURN	United States of America	Registered	75278515	Apr 21, 1997	2154957	May 5, 1998
M & R Printing Equipment, Inc.	GUARDIAN	United States of America	Registered	75277750	Apr 21, 1997	2154951	May 5, 1998
M & R Printing Equipment, Inc.	REVOLVER	United States of America	Registered	75277751	Apr 21, 1997	2218194	Jan 19, 1999
M & R Printing Equipment, Inc.	CHAMELEON	United States of America	Registered	75515366	Jul 8, 1998	2342432	Apr 18, 2000
M & R Printing Equipment, Inc.	M&R	United States of America	Registered	74553877	Jul 26, 1994	1939447	Dec 5, 1995
M & R Printing Equipment, Inc.	INK DIP	United States of America	Registered	76242471	Apr 11, 2001	2642040	Oct 29, 2002
M & R Printing Equipment, Inc.	BOOMERANG	United States of America	Registered	77623024	Nov 27, 2008	3643267	Jun 23, 2009
M & R Printing Equipment, Inc.	I-DOT	United States of America	Registered	77652981	Jan 20, 2009	3643519	Jun 23, 2009

<u>TRADEMARKS</u>							
GRANTOR	TITLE	COUNTRY NAME	STATUS	SERIAL NO.	FILING DATE	REGISTRATION NO.	ISSUE DATE
M & R Printing Equipment, Inc.	SPORTSMAN	United States of America	Registered	85252358	Feb 25, 2011	4028773	Sept 20, 2011
M & R Printing Equipment, Inc.	THE LINK SYSTEM	United States of America	Allowed	86046995	Aug 23, 2013		
M & R Printing Equipment, Inc.	THE MASTER LINK	United States of America	Allowed	86047001	Aug 23, 2013		
M & R Printing Equipment, Inc.	DIGITAL SQUEEGEE	United States of America	Pending	86459295	Nov 19, 2014		
nuArc Company, Inc.	NUVAC	United States of America	Registered	74007724	Dec. 4, 1989	1632741	Jan 22, 1991
nuArc Company, Inc.	NUARC	United States of America	Registered	73181581	Aug. 7, 1978	1120431	Jun 19, 1979
Amscomatic, Inc.	AMSCOMATIC	United States of America	Registered	72042192	Dec. 11, 1957	0668003	October 7, 1958