

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384208

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goss International LLC		05/12/2016	Limited Liability Company:
Goss International Americas, LLC		05/12/2016	Corporation:
RECEIVING PARTY DATA			
Name:	Goss Funding, LP		
Street Address:	330 Madison Avenue		
Internal Address:	28th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 19			
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	
TRADEMARK			

CH \$490.00 3820224

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

CORRESPONDENCE DATA

Fax Number: 2146614899
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: 212.408.2500
Email: daltmdept@bakerbotts.com
Correspondent Name: Andrew Ligon, Baker Botts L.L.P.
Address Line 1: 30 Rockefeller Plaza
Address Line 4: New York, NEW YORK 10112-4498

NAME OF SUBMITTER:	Andrew Ligon
SIGNATURE:	/Andrew Ligon/
DATE SIGNED:	05/12/2016

Total Attachments: 6
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GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Security Agreement"), dated as of May 12, 2016, by each of the undersigned (each, a "Grantor" and collectively, the "Grantors"), in favor of GOSS FUNDING, LP, as Lender.

WITNESSETH:

WHEREAS, reference is made to that certain Guaranty and Security Agreement, dated as of May 12, 2016 (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, LLC, a Delaware limited liability company ("Goss"), GOSS INTERNATIONAL AMERICAS, LLC, a Delaware limited liability company, ("Goss Americas" and together with Goss 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 GOSS FUNDING, LP, as Lender.

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. DEFINED TERMS. 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. SECURITY AGREEMENT. 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. COUNTERPARTS. 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. TERMINATION OR RELEASE. 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. GOVERNING LAW. 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.

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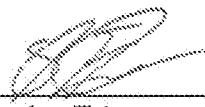
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GOSS INTERNATIONAL, LLC

By:  _____

Name: Stanley Edme
Title: Vice President

GOSS INTERNATIONAL AMERICAS, LLC

By:  _____

Name: Stanley Edme
Title: Vice President

[Signature Page to Trademark Security Agreement - Goss Funding, LP Note]

TRADEMARK
REEL: 005793 FRAME: 0117

Accepted and Agreed:

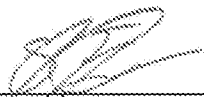
GOSS FUNDING, LP,
as Lender

By: Goss Funding GP, LLC,
its general partner

By: AIPCF V AIV G (Cayman), LP,
its managing member

By: AIPCF V (Cayman), L.P.,
its general partner

By: AIPCF V (Cayman), Ltd.,
its general partner

By: 

Name: Stanley Edme
Title: Vice President

[Signature Page to Trademark Security Agreement - Goss Funding, LP Note]

ACCEPTED AND ACKNOWLEDGED BY:

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	77/657,504	1/27/2009	3,820,224	7/20/2010	31006/60001 A/US
GOSS INTERNATIONAL AMERICAS	MAGNAPAK	Registered	85/586,920	4/2/2012	4,241,801	11/13/2012	31006/60153 /US
GOSS INTERNATIONAL AMERICAS	OMNICON	Registered	76/100,104	7/31/2000	2,673,757	1/14/2003	31006/60112 /US
GOSS INTERNATIONAL AMERICAS	PACESETTER	Registered	75/387,731	11/10/1997	2,389,009	9/26/2000	31006/60117 /US
GOSS INTERNATIONAL AMERICAS	SUNDAY	Registered	75/723,430	6/7/1999	2,577,036	6/11/2002	28779/60111 /US
GOSS INTERNATIONAL AMERICAS	UNIVERSALBINDER	Registered	75/474,679	4/27/1998	2,622,553	9/24/2002	31006/60121 /US
GOSS INTERNATIONAL CORPORATION	COLORLINER	Registered	73/797,721	5/4/1989	1,638,155	3/19/1991	28779/60004 /US
GOSS INTERNATIONAL CORPORATION	COMMUNITY	Registered	72/172,395	7/3/1963	767,121	3/24/1964	28779/60009 /US
GOSS INTERNATIONAL CORPORATION	DIGIRAIL	Registered	85/895,014	4/4/2013	4,532,098	5/20/2014	28779/60785 /US
GOSS INTERNATIONAL CORPORATION	GOSS	Registered	72/390,425	4/27/1971	945,724	10/24/1972	28779/60012 /US
GOSS INTERNATIONAL CORPORATION	GOSS FLEXIBLE PRINTING SYSTEM	Registered	77/635,684	12/18/2008	3,782,237	4/27/2010	28779/60781 /US
GOSS INTERNATIONAL CORPORATION	GOSS INTERNATIONAL	Registered	76/465,657	11/12/2002	2,812,437	2/10/2004	28779/60076 /US
GOSS INTERNATIONAL CORPORATION	MAGNUM	Registered	75/281,850	4/28/1997	2,231,430	3/16/1999	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
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

Schedule I-2

RECORDED: 05/12/2016

TRADEMARK
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