

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406111

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ICONEX LLC		11/18/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	100 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3723851	2ST TECHNOLOGY	
Registration Number:	3674573	2ST TECHNOLOGY	
Registration Number:	3659466	2 ST	
Registration Number:	3700427	2 ST	
Serial Number:	86533057	IMPRESSIONS SOLUTIONS	
Serial Number:	86554736	IMPRESSIONS SOLUTIONS	
Serial Number:	86951386	ICONEX	
Serial Number:	86951381	ICONEX	
Serial Number:	86951363	ICONEX	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	kansley@stradley.com		
Correspondent Name:	KAREEM ANSLEY		
Address Line 1:	STRADLEY RONON		
Address Line 2:	100 PARK AVENUE		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	185535-0050		

CH \$240.00 3723851

NAME OF SUBMITTER:	KAREEM ANSLEY
SIGNATURE:	/KAREEM ANSLEY/
DATE SIGNED:	11/20/2016
Total Attachments: 11 source=Trademark Security Agreement EXECUTED#page1.tif source=Trademark Security Agreement EXECUTED#page2.tif source=Trademark Security Agreement EXECUTED#page3.tif source=Trademark Security Agreement EXECUTED#page4.tif source=Trademark Security Agreement EXECUTED#page5.tif source=Trademark Security Agreement EXECUTED#page6.tif source=Trademark Security Agreement EXECUTED#page7.tif source=Trademark Security Agreement EXECUTED#page8.tif source=Trademark Security Agreement EXECUTED#page9.tif source=Trademark Security Agreement EXECUTED#page10.tif source=Trademark Security Agreement EXECUTED#page11.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 18th day of November, 2016, by and among Grantor listed on the signature pages hereof (“Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as agent (in such capacity, together with its successors and assigns in such capacity, “Agent”) pursuant to the Credit Agreement (as defined below) for each member of the Lender Group and the Bank Product Providers (as each such term is defined in the Credit Agreement).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of November 18, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among **ATLAS RECEIPTCO HOLDINGS LLC**, a Delaware limited liability company (“Parent”), certain subsidiaries and affiliates of Parent party thereto as borrowers (each individually a “Borrower” and collectively, “Borrowers”), certain other guarantors party thereto as guarantors (together with Parent, each individually a “Guarantor” and collectively, “Guarantors”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of November 18, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each

member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 23 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

ICONEX LLC

By: 

Name: James S. Andrews

Title: Vice President - Finance

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 005925 FRAME: 0143**

[signatures continued from previous page]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association**

By: Christopher S. Heik
Name: Christopher S. Heik
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

UNITED STATES TRADEMARKS:

Registrations:

Country	Owner	Trademark Registration #	Registration Date	Trademark Name
US	Iconex LLC	3723851	12/8/2009	2ST Technology (stylized)
US	Iconex LLC	3674573	8/25/2009	2ST Technology
US	Iconex LLC	3659466	7/21/2009	2ST
US	Iconex LLC	3700427	10/20/2009	2ST

Applications:

Country	Owner	Trademark Application #	Filing Date	Trademark Name	Filing Basis
US	Iconex LLC	86/533,057	2/12/2015	IMPRESSIONS SOLUTIONS	ITU
US	Iconex LLC	86/554,736	3/5/2015	IMPRESSIONS SOLUTIONS	ITU
US	Iconex LLC	86/951,386	3/24/2016	ICONEX (b&w/stylized)	ITU
US	Iconex LLC	86/951,381	3/24/2016	ICONEX (color/stylized)	ITU
US	Iconex LLC	86/951,363	3/24/2016	ICONEX (word mark)	ITU

OTHER TRADEMARKS:

Registrations:

Country	Owner	Trademark Registration #	Registration Date	Trademark Name
WP	Iconex LLC	898960	6/2/2006	2ST
JP	Iconex LLC	5264977	9/11/2009	2ST
KR	Iconex LLC	849373	1/10/2011	2ST

Applications:

None.

Unregistered Trademarks

Ultra Wax
Ultra-V
Ultra Print
Pacesetter (as used with respect to thermal transfer ribbons)
K3
Prism
Edge Ultra
Interactive Printer Solutions
Certified Media
3-in-1 Security Ink
Simplicity
Simplicity 48
High Resolution
Enhanced Image
Thermabond
Intellibond
ANSWER Cassettes
C-NoL
Efficient, Effective, Environmental
BIM
Business Impact Model
Print in Lane
Receipt Solutions
"The Whole Solution - We have the answer"
"The whole solution that keeps consumer transaction technology in motion"
"Creating value beyond the transaction"
"We do business where you do business"
"Interactive Printer Solutions complete your transactions"
"Printer Supplies Sales Commission Program"

Trade Names

Interactive Printer Solutions
IPS
Consumables
Systemedia
SMD

Domain Names: None.

Trademarks Not Currently In Use

N/A.

Trademark Licenses

Outbound:

Intellectual Property License Agreement, dated December 22, 2006, between Iconex LLC, as successor in interest to NCR Corporation and Appleton Papers Inc.

Intellectual Property License Agreement, dated March 23, 2007, between Iconex LLC, as successor in interest to NCR Corporation and Kanzaki Specialty Papers, Inc.

Intellectual Property License Agreement, dated January 16, 2008, between Iconex LLC, as successor in interest to NCR Corporation and SATO Corporation.

Intellectual Property License Agreement, dated January 26, 2009, between Iconex LLC, as successor in interest to NCR Corporation and Technicote, Inc.

Intellectual Property License Agreement, dated December 26, 2009, between Iconex LLC, as successor in interest to NCR Corporation and Hengstler GmbH.

Intellectual Property License Agreement, dated April 28, 2010, between Iconex LLC, as successor in interest to NCR Corporation and Mitsubishi Paper Holding GmbH.

Intellectual Property License Agreement, dated June 25, 2010, between Iconex LLC, as successor in interest to NCR Corporation and Shandong New Beiyang Info-Tech Company, Limited.

Intellectual Property License Agreement, dated September 24, 2010, between Iconex LLC, as successor in interest to NCR Corporation and Zebra Technologies Corporation.

Intellectual Property License Agreement, dated June 15, 2011, between Iconex LLC, as successor in interest to NCR Corporation and Multi-Action, as amended by that certain Intellectual Property License Agreement Amendment, dated September 27, 2012, between Iconex LLC, as successor in interest to NCR Corporation and Multi-Action.

Intellectual Property License Agreement, dated June 18, 2011, between Iconex LLC, as successor in interest to NCR Corporation and Hanhong Group.

Intellectual Property License Agreement, dated September 21, 2011, between Iconex LLC, as successor in interest to NCR Corporation and Grand Quest Etiquettes.

Intellectual Property License Agreement, dated September 23, 2011, between Iconex LLC, as successor in interest to NCR Corporation and Shanghai Hungyuan Transfer Paper Co., Ltd.

Intellectual Property License Agreement, dated February 21, 2012, between Iconex LLC, as successor in interest to NCR Corporation and Ward/Kraft, Inc.

Intellectual Property License Agreement, dated December 27, 2012, between Iconex LLC, as successor in interest to NCR Corporation and Smith & McLaurin Ltd.

Intellectual Property License Agreement, dated February 1, 2013, between Iconex LLC, as successor in interest to NCR Corporation and Custom Engineering SPA.

Intellectual Property License Agreement, dated April 2, 2015, between Iconex LLC, as successor in interest to NCR Corporation and FOX IV Technologies, Inc.

Intellectual Property License Agreement, dated June 17, 2015, between Iconex LLC, as successor in interest to NCR Corporation and Pharmaceutical Packaging (Leeds) Ltd.

Inbound:

In-Bound IP License	Licensed Software	Description	Location(s)
Instron 4411: 4VJW-KG1L-4RBX-CB2A Instron 3343: OVJG-HX1G-4VBC-EX28	Instron Bluehill 2 & 3 Software	Licensed application for capturing and recording peel and release strength measurements	Morristown, TN Product Development Lab
Embedded software	PerkinElmer Spectrum Two	Licensed application and database for spectral analysis of thermal papers on PerkinElmer Spectrum Two FT-IR spectrometer	Morristown, TN Product Development Lab
Embedded software	Tescan Vega-II	Licensed image analysis software for Tescan Vega II scanning electron microscope	Morristown, TN Product Development Lab
Software License & Services Agreement; Statement of Work No. 2012-NCR-PS-01	Red Prairie E-Commerce Software	Licensed application customized for specific IPS customer internet e-commerce websites (Worldpay)	Deployed within NCR IT datacenter
DOC1 Designer Version 5.6.1334.0 (Copyright 1993-20110 Pitney Bowes Software Europe Ltd.); DRH Internet Inc. GreenArrow License and Services Agreement	VIP system in Chile	Licensed electronic customer billing and statement software system including: Doc1, Compart, Ricoh Process Director, Green Arrow (MTA), Microsoft SQL Server 2005, Antivirus, Microsoft Windows Server 2012, Bullet Proof FTP Client, Bullet Proof FTP Server, and VMWare 5.1	Santiago, Chile plant
unknown	CMS-Tri Guide	Licensed application provided by TRI	Hosted within the NCR IT datacenter

In-Bound IP License	Licensed Software	Description	Location(s)
		Resources International containing a combination of cross referencing data supplied by Tri and IPS	
Part of Microsoft Office Suite	Microsoft Access / MAR database	Licensed software with NCR developed database storing material analysis and trial plans and results	Morristown, TN Product Development Lab
unknown	ISS System / I-spec	Licensed web interface software supporting customer and supplier quotation for the forms business in Japan	Hosted on NCR IT server supporting Japan
unknown	Label Traxx	Licensed software for quoting labels that can be used for paper rolls and NCR Sticky Media	Amboise, France and Morristown, TN plants
Master Agreement Between NCR Corporation and System Dynamics Corporation; Software License, Software Maintenance Agreement, and Services Agreement	SDC	Licensed software for non-ERP countries, with three instances: (1) Europe (supporting Germany, Italy, the Netherlands, Singapore, Spain, and Switzerland); (2) MEA (supporting Abu Dhabi, Bahrain, Dubai, Jebel Ali, Kuwait, Oman, Qatar, Saudi Arabia, and New Zealand); and (3) Chile	Hosted within the NCR Global Processing Center in Dayton, OH
unknown	CodeSoft Labeling	Licensed packaging label design software	Amboise, France and Morristown, TN plants
unknown	Amgraf Mecca III	Licensed form composition software used for preparation of print graphics	Amboise, France plant
unknown	PIAL	Licensed time & attendance software	Amboise, France plant
unknown	Tally	Licensed inventory tracking software	Mumbai, India office PC

Licensed Marks:¹

NCR

NCR Sticky Media (solely for use with Linerless Labels)



Transitional Logo:



¹ The licensed marks provided under the Transitional Trademark License Agreement dated May 27, 2016, by and between NCR Corporation, as licensor, and Iconex LLC, as licensee, are held by Iconex LLC only for a twelve month period (Iconex LLC's right to licensed marks expires May 26, 2017).
HOU:3731993.2