

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423489

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
W.B. MASON CO., INC.		04/06/2017	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	CITIZENS BUSINESS CAPITAL, a division of Citizens Asset Finance, Inc., as agent		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	Division: MASSACHUSETTS		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	4554705	WHO BUT W.B.MASON	
Registration Number:	4470901	W.B. MASON CO., INC.	
Registration Number:	4470902	W.B. MASON	
Registration Number:	4470903	WB MASON	
Registration Number:	4466505	ONE SOURCE WONDERFUL!	
Registration Number:	4470904	WHO BUT W.B. MASON	
Registration Number:	4466506	ONE SOURCE WONDERFUL	
Registration Number:	4554703	W.B. MASON	
Registration Number:	4554704	W.B. MASON	
Registration Number:	4470899	THE W.B.MASON COMPANY	
Registration Number:	4470900	W.B. MASON CO.	
Registration Number:	4155944	FLAGSHIP PREMIUM COPY PAPER W.B. MASON W	
Registration Number:	4155945	S.B.C. SMART BUSINESS CHOICE COPY PAPER	
Registration Number:	5158116	SUPER STAR W.B. MASON BLINDING WHITE HEA	
Registration Number:	4040617	MYIMAGE PAPER	
Registration Number:	4047786	PRICE FIGHTER COPY PAPER SINCE 1898 92 B	
Registration Number:	4051691	MY COPY PAPER	
Serial Number:	87325433	THE AMERICAN PRICE FIGHTER	

CH \$690.00 4554705

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87212899	W.B. MASON'S ABRACADABRA
Serial Number:	87212623	RED BRIGHT & BLUE 98 BRIGHT DAZZLING COP
Serial Number:	87210633	WHO BUT W.B. MASON'S BLIZZARD SPRING WAT
Serial Number:	87210454	BLIZZARD BLINDING WHITE COPY PAPER
Serial Number:	87210758	BLINDING WHITE BLIZZARD 78 COPY PAPER
Serial Number:	87210712	BLIZZARD SPRING WATER
Serial Number:	86661776	SHAZAM COFFEE
Serial Number:	86661764	SHAZAM COFFEE
Registration Number:	4128167	MY FACE, ULTRA SMOOTH, EXTRA HEAVY, BLIN

CORRESPONDENCE DATA

Fax Number: 6173417729

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: 6173417729

Email: katarzyna.gaysunas@morganlewis.com

Correspondent Name: Katarzyna Gaysunas

Address Line 1: 1 Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boaston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Katarzyna Gaysunas
SIGNATURE:	/Katarzyna Gaysunas/
DATE SIGNED:	04/12/2017

Total Attachments: 10

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of April 6, 2017 is entered into by and between **W. B. MASON CO., INC.**, a Massachusetts corporation (the “Grantor”), and **CITIZENS BUSINESS CAPITAL**, a division of Citizens Asset Finance, Inc., as agent (the “Agent”) for itself and the other Secured Parties (as such term is defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Third Amended and Restated Loan and Security Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among the Grantor, the Agent, and the lenders from time to time party thereto (the “Lenders”), the Lenders have agreed to make Loans and to incur LC Obligations for the benefit of the Grantor;

WHEREAS, the Grantor and the Agent previously entered into (i) that certain Intellectual Property Security Agreement, dated as of September 29, 2010, recorded with the United States Patent and Trademark Office on October 4, 2010 at Reel 4289, Frame 0951 (the “2010 IP Security Agreement”) and (ii) that certain Intellectual Property Security Agreement, dated as of July 30, 2013, recorded with the United States Patent and Trademark Office on March 11, 2014 at Reel 5235, Frame 0037 (the “2013 IP Security Agreement”, and together with the 2010 IP Security Agreement, the “Existing Intellectual Property Security Agreements”);

WHEREAS, in order to induce the Agent and the Lenders to enter into the Loan Agreement and make Loans and to incur LC Obligations, the Grantor has granted to the Agent, for the benefit of the Secured Parties, a continuing security interest in and a Lien upon all Intellectual Property (as defined below) of the Grantor; and

WHEREAS, upon the terms contained in the Loan Agreement, the Grantor has agreed to execute and deliver to the Agent, for the benefit of the Secured Parties, this Agreement.

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

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement, and the following terms shall have the following respective meanings:

(a) “Intellectual Property” shall mean all of the rights, title and interests of the Grantor in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) all of its Marks, including, without limitation, all of those referred to in Schedule I hereto;

(ii) all of its Patents, including, without limitation, all of those referred to in Schedule II hereto;

(iii) all of its Copyrights, including, without limitation, all of those referred to in Schedule III hereto;

(iv) all goodwill of the businesses of the Grantor and of its Subsidiaries connected with the use of, or otherwise symbolized by, each Mark, Patent, and Copyright; and

(v) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by the Grantor against third parties for past, present or future (A) infringement or dilution of any Mark, (B) injury to any goodwill associated with any Mark, (C) infringement of any Patent, (D) injury to any goodwill associated with any Patent, (E) infringement of any Copyright, or (F) injury to any goodwill associated with any Copyright.

(b) “Copyrights” shall mean any United States copyrights or copyrightable works (whether or not registered, statutory or common law) to which any Grantor now or from time to time hereafter has title, including all reissues, renewals or extensions thereof, as well as any registrations of any copyrights in the United States Copyright Office or applications for United States copyright registrations now or from time to time hereafter made with the United States Copyright Office by any Grantor, and all rights provided by international treaties or conventions with respect to any of the foregoing.

(c) “Marks” shall mean any trademarks and service marks now held or hereafter acquired by any Grantor which are registered in the United States Patent and Trademark Office or in any other similar office or agency of the United States or any state thereof or any political subdivision thereof and any application for such trademarks and service marks, as well as any unregistered marks used by any Grantor in the United States and trade dress, including logos, proprietary icons, designs, trade names, trade styles, company names, corporate names, business names, fictitious business names and other business or source identifiers in connection with which any of such registered or unregistered marks are used in the United States, and including all common law rights therein, and registrations and applications for registration therefor, all rights provided by international treaties or conventions with respect to the foregoing, and all reissues, extensions and renewals of any of the foregoing, and all goodwill associated therewith.

(d) “Patent” shall mean any United States patent to which any Grantor now or from time to time hereafter has title, including any divisions, continuations, reissues, reexaminations, extensions or renewals thereof, all inventions or improvements thereto, any application for a United States patent now or hereafter made by any Grantor, and any rights provided by international treaty or convention with respect to any of the foregoing.

(e) “Obligations” shall mean any and all of the Obligations (as that term is defined in the Loan Agreement).

All other terms contained in this Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the UCC to the extent that such other terms are used or defined therein. References to the Loan Agreement include any amendment, amendment and restatement,

modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the Commitments or the principal amount of any of the Loans, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise. Notwithstanding any provision contained herein to the contrary, for purposes of this Agreement, none of the Excluded Assets shall constitute Intellectual Property.

2. **Grant of Security Interest.** To secure the prompt and complete payment and performance of all and each of the Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under the Bankruptcy Code), the Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all of the rights, title and interests of the Grantor to, in and under all of the Intellectual Property.

3. **Representations and Warranties.** This Agreement is effective to create a valid and continuing security interest in and a Lien on, and, upon the recording hereof with the United States Patent and Trademark Office and the United States Copyright Office, and the filing of appropriate financing statements in the Commonwealth of Massachusetts, a perfected Lien in favor of the Agent, for the benefit of the Lenders, on the Grantor's Marks, Patents, and Copyrights, to the extent such perfection can be achieved by making such filings; and such perfected security interest and Lien shall be enforceable as such as against any and all creditors of or purchasers from the Grantor.

4. **Loan Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent, on behalf of the Secured Parties, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent and Secured Parties with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

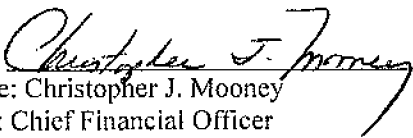
5. **Amendment and Restatement.** This Agreement amends, restates, supersedes, and replaces in their entirety the Existing Intellectual Property Security Agreements. The security interest granted by Grantor to the Agent in the "Intellectual Property" under and as defined in each of the Existing Security Agreements continues without interruption under this Agreement and such security interest is hereby ratified and confirmed in all respects. Nothing contained herein shall be construed as a novation of the obligations outstanding under the Existing Intellectual Property Security Agreements, which shall remain in full force and effect, except as modified hereby. Nothing express or implied in this Agreement shall be construed as a release or discharge of Grantor under the Existing Intellectual Property Security Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date first set forth above.

Grantor:

W. B. MASON CO., INC.

By: 
Name: Christopher J. Mooney
Title: Chief Financial Officer

[W.B. Mason – Signature Page to A&R IP Security Agreement]

TRADEMARK
REEL: 006032 FRAME: 0617

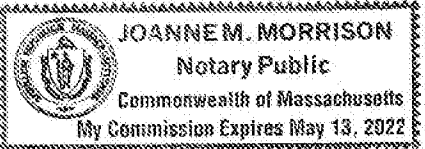
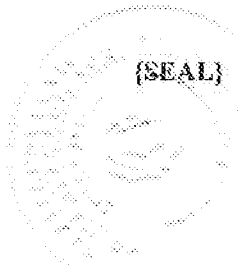
ACKNOWLEDGMENT OF GRANTOR

STATE OF MASSACHUSETTS)

COUNTY OF PLYMOUTH)

On this 5TH day of April, 2017, before me, the undersigned notary public, personally appeared Christopher J. Mooney as Chief Financial Officer of W. B. MASON CO., INC., proved to me through satisfactory evidence of identification, which was his MASSACHUSETTS driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Chief Financial Officer of said corporation.

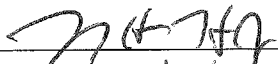
Joanne M. Morrison
Notary Public *Joanne M. Morrison*
My commission expires: *MAY 13, 2022*



[W.B. Mason -- Signature Page to A&R IP Security Agreement]

ACCEPTED AND AGREED
As of the date first above written:

CITIZENS BUSINESS CAPITAL,
a division of Citizens Asset Finance, Inc., as Agent

By: 
Name: James H. Herzog Jr.
Title: Senior Vice President

SCHEDULE I

All designs, trade secrets, confidential or proprietary information, customer lists, know-how and databases are on file with Grantor.

The following trademarks are registered in the name of the Grantor with the United States Patent and Trademark Office:

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
WHO BUT W.B.MASON	4554705	24-JUN-2014
W.B. MASON CO., INC.	4470901	21-JAN-2014
W.B. MASON	4470902	21-JAN-2014
WB MASON	4470903	21-JAN-2014
ONE SOURCE WONDERFUL!	4466505	14-JAN-2014
WHO BUT W.B. MASON	4470904	21-JAN-2014
ONE SOURCE WONDERFUL	4466506	14-JAN-2014
W.B. MASON	4554703	24-JUN-2014
W.B. MASON	4554704	24-JUN-2014
THE W.B.MASON COMPANY	4470899	21-JAN-2014
W.B. MASON CO.	4470900	21-JAN-2014
FLAGSHIP PREMIUM COPY PAPER W.B. MASON WHO BUT W.B. MASON SINCE 1898	4155944	05-JUN-2012
S.B.C. SMART BUSINESS CHOICE COPY PAPER WHO BUT W.B. MASON	4155945	05-JUN-2012
SUPER STAR W.B. MASON BLINDING WHITE HEAVY COPY PAPER	5158116	07-MAR-2017
MYIMAGE PAPER	4040617	18-OCT-2011
PRICE FIGHTER COPY PAPER SINCE 1898 92 BRIGHTNESS	4047786	01-NOV-2011
MY COPY PAPER	4051691	08-NOV-2011

MY FACE, ULTRA SMOOTH, EXTRA HEAVY, BLINDING WHITE PAPER	4128167	17-APR-2012
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The following trademarks are pending registration with the United States Patent and Trademark Office:

<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>
THE AMERICAN PRICE FIGHTER	87325433	06-FEB-2017
W.B. MASON'S ABRACADABRA	87212899	24-OCT-2016
RED BRIGHT AND BLUE 98 BRIGHT DAZZLING COPY PAPER	87212623	23-OCT-2016
WHO BUT W.B. MASON'S BLIZZARD SPRING WATER	87210633	20-OCT-2016
BLIZZARD BLINDING WHITE COPY PAPER	87210454	20-OCT-2016
BLINDING WHITE BLIZZARD 78 COPY PAPER	87210758	20-OCT-2016
BLIZZARD SPRING WATER	87210712	20-OCT-2016
SHAZAM COFFEE	86661776	13-JUN-2015
SHAZAM COFFEE	86661764	13-JUN-2015

SCHEDULE II

PATENTS

None.

SCHEDULE III

COPYRIGHTS

None.