

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM436031

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARPAC, LLC		07/19/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Second Lien Collateral Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	1626697	GREAT LAKES	
Registration Number:	3106776	ARPAC	
Registration Number:	1787837	ARPAC	
Registration Number:	1676581	BRANDPAC	
Serial Number:	86538907	ECO BUNDLER	
Registration Number:	5105658	ECO-TUNNEL	
Registration Number:	1856549	EZ-DUZ-IT	
Registration Number:	2295502	FLM-SAVR	
Registration Number:	4183636	HUMAN MACHINE INTELLIGENCE QUOTIENT	
Registration Number:	1881853	INFRA PAK	
Registration Number:	3803909	PATRIOT	
Registration Number:	2208400	SIDEWINDER	
Registration Number:	2056928	TRAY STAR	
Registration Number:	1921244	WRAP-N-WEIGH	
Registration Number:	3990700	XLR8	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$390.00 1626697

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-713-0755
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: Michael Violet
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
---------------------------	----------

SIGNATURE:	/Doris Ka/
-------------------	------------

DATE SIGNED:	07/21/2017
---------------------	------------

Total Attachments: 6

source=2L Trademark - ARPAC.Jefferies SA#page1.tif
source=2L Trademark - ARPAC.Jefferies SA#page2.tif
source=2L Trademark - ARPAC.Jefferies SA#page3.tif
source=2L Trademark - ARPAC.Jefferies SA#page4.tif
source=2L Trademark - ARPAC.Jefferies SA#page5.tif
source=2L Trademark - ARPAC.Jefferies SA#page6.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of July 19, 2017 (this "Agreement"), between ARPAC, LLC (the "Grantor") and JEFFERIES FINANCE LLC, as Second Lien collateral agent (in such capacity, the "Second Lien Collateral Agent").

Reference is hereby made to that certain Second Lien Credit Agreement dated as of July 19, 2017 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement") among WP DELUXE HOLDINGS, INC., a Delaware corporation ("Initial Holdings"), WP DELUXE MERGER SUB, INC., a Delaware corporation (the "Borrower"), which on the Effective Date shall be merged with and into Engineered Machinery Holdings, Inc., a Delaware corporation, with Engineered Machinery Holdings, Inc. surviving such merger and continuing as the Borrower, the lenders from time to time party thereto and JEFFERIES FINANCE LLC, as Second Lien Administrative Agent and Second Lien Collateral Agent, and that certain Second Lien Collateral Agreement dated as of July 19, 2017 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Collateral Agreement") among Initial Holdings, the Borrower, the Grantors party thereto and the Second Lien Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Second Lien Credit Agreement and the Second Lien Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Second Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Second Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use Trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Second Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the Second Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Second Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Second Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Second Lien Collateral Agreement, the terms of the Second Lien Collateral Agreement shall govern.

SECTION 5. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Second Lien Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the Liens and security interests granted in favor of the Senior Secured Parties (as defined in the First/Second Lien Intercreditor Agreement), including Liens and security interests granted to the First Lien Collateral Agent pursuant to the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Second Lien Collateral Agent hereunder is subject to the limitations and provisions of the First/Second Lien Intercreditor Agreement and the Second Lien Pari Passu Intercreditor Agreement, if and to the extent applicable and/or in effect. In the event of any conflict between the terms of the First/Second Lien Intercreditor Agreement, the terms of the Second Lien Pari Passu Intercreditor Agreement and the terms of this Agreement, the terms of the First/Second Lien Intercreditor Agreement and the Second Lien Pari Passu Intercreditor Agreement shall govern, as applicable.

SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.


[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

ARPAC, LLC, as Grantor

By: 
Name: Michael Kachmer
Title: Chief Executive Officer


Jefferies Finance LLC, as Second Lien
Collateral Agent

By: 
Name: Jason Kennedy
Title: Managing Director

By: _____
Name: _____
Title: _____

Schedule I

United States Registered and Applied-For Trademarks

REGISTERED OR APPLIED-FOR TRADEMARK	REGISTRATION OR APPLICATION NUMBER	RECORD OWNER OR APPLICANT
	1,626,697	ARPAC, LLC
ARPAC	3,106,776	ARPAC, LLC
ARPAC	1,787,837	ARPAC, LLC
BRANDPAC	1,676,581	ARPAC, LLC
ECO BUNDLER	86/538,907	ARPAC, LLC
ECO-TUNNEL	5,105,658	ARPAC, LLC
EZ-DUZ-IT	1,856,549	ARPAC, LLC
FLM-SAVR	2,295,502	ARPAC, LLC
HUMAN MACHINE INTELLIGENCE QUOTIENT	4,183,636	ARPAC, LLC
INFRA PAK	1,881,853	ARPAC, LLC
PATRIOT	3,803,909	ARPAC, LLC
SIDEWINDER	2,208,400	ARPAC, LLC
TRAY STAR	2,056,928	ARPAC, LLC
WRAP-N-WEIGH	1,921,244	ARPAC, LLC
XLR8	3,990,700	ARPAC, LLC

[Schedule I to Second Lien Trademark Security Agreement]