

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM436033

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FMH Conveyors LLC		07/19/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jefferies Finance LLC, as Second Lien Collateral Agent		
<b>Street Address:</b>	520 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2444050	BEST	
<b>Registration Number:</b>	2222226	BEST	
<b>Registration Number:</b>	2158766	BESTFLEX	
<b>Serial Number:</b>	86903355	BESTCONNECT	
<b>Registration Number:</b>	2788638	BESTREACH	
<b>Registration Number:</b>	5174473	FMH CONVEYORS	
<b>Registration Number:</b>	4480868	MAXXREACH	
<b>Registration Number:</b>	2769085	NESTAFLEX	
<b>Registration Number:</b>	4480869	ROUTELOADER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>Correspondent Name:</b>	Michael Violet		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		

OP \$240.00 2444050

<b>NAME OF SUBMITTER:</b>	Doris Ka
<b>SIGNATURE:</b>	/Doris Ka/
<b>DATE SIGNED:</b>	07/21/2017
<b>Total Attachments: 6</b> source=2L Trademark - FMH.Jefferies SA#page1.tif source=2L Trademark - FMH.Jefferies SA#page2.tif source=2L Trademark - FMH.Jefferies SA#page3.tif source=2L Trademark - FMH.Jefferies SA#page4.tif source=2L Trademark - FMH.Jefferies SA#page5.tif source=2L Trademark - FMH.Jefferies SA#page6.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of July 19, 2017 (this “Agreement”), between FMH Conveyors 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.

FMH Conveyors 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
<b><i>BEST</i></b>	2,444,050	FMH Conveyors LLC
<b><i>BEST</i></b>	2,222,226	FMH Conveyors LLC
BEST/FLEX	2,158,766	FMH Conveyors LLC
BESTCONNECT	86/903,355	FMH Conveyors LLC
BESTREACH	2,788,638	FMH Conveyors LLC
FMH CONVEYORS	5,174,473	FMH Conveyors LLC
MAXXREACH	4,480,868	FMH Conveyors LLC
NESTAFLEX	2,769,085	FMH Conveyors LLC
ROUTELOADER	4,480,869	FMH Conveyors LLC

[Schedule I to Second Lien Trademark Security Agreement]