

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438738

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rutland Group, Inc.		08/07/2017	Corporation: DELAWARE
Rutland Plastics, Inc.		08/07/2017	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Agent		
Street Address:	100 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4671117	QCM	
Registration Number:	1553383	RUTLAND	
Registration Number:	3582122	RUTLAND	
Registration Number:	4163158	RUTLAND PLASTIC TECHNOLOGIES, INC.	
Registration Number:	3724908	UNION INK	
Registration Number:	3701610	UI	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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>			
Phone:	216.586.1033		
Email:	pcyngier@jonesday.com		
Correspondent Name:	Matthew J. Gherlein		
Address Line 1:	901 Lakeside Avenue		
Address Line 2:	JONES DAY		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	701213-283006		
NAME OF SUBMITTER:	Matthew J. Gherlein		
SIGNATURE:	/Matthew J. Gherlein/		

CH \$165.00 4671117

DATE SIGNED:	08/10/2017
Total Attachments: 4 source=Trademark Security Agreement (Series G) (002)#page1.tif source=Trademark Security Agreement (Series G) (002)#page2.tif source=Trademark Security Agreement (Series G) (002)#page3.tif source=Trademark Security Agreement (Series G) (002)#page4.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of August 7, 2017, by RUTLAND GROUP, INC. and RUTLAND PLASTICS, INC. (individually, a "Pledgor" and collectively, the "Pledgors"), in favor of U.S. BANK NATIONAL ASSOCIATION in its capacity as collateral agent pursuant to the Security Agreement defined below (in such capacity, the "Collateral Agent") and the Secured Parties (as defined in the Security Agreement defined below).

WITNESSETH:

WHEREAS, as of the date hereof the Pledgors are joining as parties to the Security Agreement dated December 21, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the grantors party thereto in favor of the Collateral Agent and the Secured Parties, and in connection therewith the Pledgors are required to execute and deliver this Trademark Security Agreement;

Now, THEREFORE, in consideration of the premises, the Pledgors hereby agree as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Obligations, each Pledgor hereby pledges and grants to the Secured Parties and the Collateral Agent for the benefit of the Secured Parties, a lien on and security interest in all of the right, title and interest of such Pledgor in, to and under the following Collateral, wherever located, whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"):

(a) the registered or applied for Trademarks of such Pledgor listed on Schedule I attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing, including the Proceeds of any claim by such Pledgor against third parties for past, present or future (i) infringement or dilution of any such Trademark, (ii) injury to the Goodwill associated with any Trademark, and (iii) right to receive license fees, royalties, and other compensation for any such Trademark.

Notwithstanding anything to the contrary contained herein, the security interest created by this Trademark Security Agreement shall not extend to, and the term "Trademark Collateral" shall not include, any Excluded Property.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Parties and the Collateral Agent pursuant to the Security Agreement and each Pledgor hereby acknowledges and affirms that the rights and remedies of the Secured Parties and the

Collateral 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. In the event that any provision of this Trademark Security Agreement is deemed to be inconsistent with or in conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Termination. The collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement shall be terminated in accordance with the provisions of the Security Agreement (including Section 11.4 thereto).

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of any executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

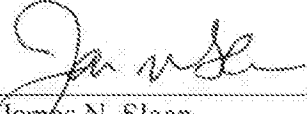
Section 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[SIGNATURE PAGE FOLLOWS]

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

Very truly yours,

RUTLAND GROUP, INC.
RUTLAND PLASTICS, INC.

By: 
Name: James N. Sloan
Title: Treasurer

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Title	Regn No.	Regn Date
QCM	4671117	1/13/2015
Rutland	1553383	8/29/1989
Rutland	3582122	3/3/2009
Rutland Plastics Technologies, Inc. and Logo	4163158	6/26/2012
Union Ink	3724908	12/15/2009
Union Ink Logo	3701610	10/27/2009