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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM451600

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Centennial Advisors, LLC		11/20/2017	Limited Liability Company: DELAWARE
Centrivation, LLC		11/20/2017	Limited Liability Company: DELAWARE
PMCO L.L.C.		11/20/2017	Limited Liability Company: OHIO
Rite-Made Paper Converters LLC		11/20/2017	Limited Liability Company: KANSAS

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: 12

Property Type	Number	Word Mark
Registration Number:	2869924	AMERIGO
Registration Number:	2696776	PREVENTA
Registration Number:	2798719	KLIPBOARD KEEPER
Registration Number:	2807214	SECURIT
Registration Number:	2809197	TRIM2FIT
Registration Number:	2776691	SNAP2FIT
Registration Number:	1202448	ACCUFAX
Registration Number:	2891688	PERFECTION
Registration Number:	1719706	PM
Registration Number:	4787294	FOREST SELECT PREMIUM SUSTAINABLE PAPER
Registration Number:	5145455	POS EXPRESS
Registration Number:	5188193	PRESSTA

CORRESPONDENCE DATA

TRADEMARK

900429287 REEL: 006209 FRAME: 0945

Fax Number:

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.

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
NAME OF SUBMITTER:	Kareem Ansley
SIGNATURE:	/Kareem Ansley/
DATE SIGNED:	11/20/2017

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>") is made this 20th day of November, 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "<u>Grantors</u>" and each individually "<u>Grantor</u>"), 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, "<u>Agent</u>") 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 pursuant to the Forbearance and First Amendment to Credit Agreement dated as of May 19, 2017, the Second Amendment to Credit Agreement and Wavier dated as of October 26, 2017, the Letter re: Consent to PMCO Acquisition and Rite-Made Acquisition dated as of October 27, the Third Amendment to Credit Agreement and Joinder dated as of the date hereof, and as may be further 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 Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Joinder No. 1 to Security Agreement dated as of the date hereof (the "Joinder") to the Security Agreement, dated as of November 18, 2016 (as amended by the Joinder, and including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are 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, each Grantor hereby agrees as follows:

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- 1. <u>DEFINED TERMS</u>. 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 <u>Section 1(b)</u> of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.
- 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each 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 such 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 <u>Schedule I</u>;
- (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 such 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. <u>SECURITY FOR SECURED OBLIGATIONS</u>. 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 Grantors, or any of them, 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 any Grantor.
- 4. <u>SECURITY AGREEMENT</u>. 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. Each 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. <u>AUTHORIZATION TO SUPPLEMENT</u>. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically

apply thereto. Grantors 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 Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending <u>Schedule I</u> to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend <u>Schedule I</u> shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on <u>Schedule I</u>.

- 6. <u>COUNTERPARTS</u>. 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.

GRANTORS:

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Ву:			TT	
Name:	Ira Gense	er		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Title:	Chief Fina	ncial Of	ficer	
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By:				
Name:	Ira Gense	r		
Title: (Chief Fina	ncial Off	acer	
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Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

Name:

Title: Authorized Signatory

$\begin{array}{c} \text{SCHEDULE I} \\ \text{to} \\ \\ \text{TRADEMARK SECURITY AGREEMENT} \end{array}$

Trademark Registrations/Applications

UNITED STATES TRADEMARKS:

Registrations:

	Trademark	Registration	
Owner	Registration #	Date	Trademark Name
Iconex LLC	3723851	12/8/2009	2ST Technology (stylized)
Iconex LLC	3674573	8/25/2009	2ST Technology
Iconex LLC	3659466	7/21/2009	2ST
Iconex LLC	3700427	10/20/2009	2ST
Centennial	2869924	8/3/2004	AMERIGO
Advisors, LLC	2009924	0/3/2004	
Centennial	2696776	3/11/2003	PREVENTA
Advisors, LLC	2090770	3/11/2003	
Centennial	2700710	12/22/2022	KLIPBOARD KEEPER
Advisors, LLC	2798719	12/23/2023	
Centennial	2007214	1/20/2004	SECURIT
Advisors, LLC	2807214	1/20/2004	
Centennial	2000107	1/07/0004	TRIM2FIT
Advisors, LLC	2809197	1/27/2004	
Centennial	2776691	10/21/2003	SNAP2FIT
Advisors, LLC	27/0091	10/21/2003	
Centennial	1202448	7/27/1982	ACCUFAX
Advisors, LLC	1202448	112111982	
Centennial	2891688	10/5/2004	PERFECTION
Advisors, LLC	2091000	10/3/2004	
Centennial	1719706	9/29/1992	PM and Design
Advisors, LLC	1/19/00	912911992	
Centennial			FOREST SELECT PREMIUM
Advisors, LLC	4787294	8/4/2015	SUSTAINABLE PAPER and
			Design
Centennial	5145455	2/21/2017	POS Express and Design
Advisors, LLC	3143433	2/21/201/	-
Centrivation,	5188193	4/18/2017	Pressta
LLC	3100193	4/10/201/	

Applications:

Owner	Trademark	Filing Date	Trademark Name	Filing Basis
	Application #			
Iconex LLC	86/533,057	2/12/2015	IMPRESSIONS	ITU
			SOLUTIONS	
Iconex LLC	86/554,736	3/5/2015	IMPRESSIONS	ITU
			SOLUTIONS	
Iconex LLC	86/951,386	3/24/2016	ICONEX (b&w/stylized)	ITU
Iconex LLC	86/951,381	3/24/2016	ICONEX (color/stylized	ITU
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
Canada	Centennial Advisors, LLC	TMA342561	7/8/1988	ACCUFAX
Mexico	Centennial Advisors, LLC	1539932	5/22/2015	FOREST SELECT PREMIUM SUSTAINABLE PAPER and Design
Puerto Rico	PMCO, L.L.C.	212748	2/4/2015	PREMIUM SUSTAINABLE PAPER and Design

Applications:

Country	Owner	Trademark Application #	Filing Date	Trademark Name
Canada	Centennial	1711845	1/21/2015	FOREST
	Advisors,			SELECT
	LLC			PREMIUM
				SUSTAINABLE
				PAPER and
				Design

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"
"RiteMade" word mark: ON A ROLL SINCE 1952 * 100% EMPLOYEE OWNED

Trade Names

Interactive Printer Solutions	
IPS	
Consumables	
Systemedia	
SMD	
RiteMade (unregistered)	

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www.ritemade.com

Trademarks Not Currently In Use

N/A.

Trademark Licenses

Outbound:

- 1. Intellectual Property License Agreement, dated December 22, 2006, between Iconex LLC, as successor in interest to NCR Corporation and Appleton Papers Inc.
- 2. Intellectual Property License Agreement, dated March 23, 2007, between Iconex LLC, as successor in interest to NCR Corporation and Kanzaki Specialty Papers, Inc.
- 3. Intellectual Property License Agreement, dated January 16, 2008, between Iconex LLC, as successor in interest to NCR Corporation and SATO Corporation.
- 4. Intellectual Property License Agreement, dated January 26, 2009, between Iconex LLC, as successor in interest to NCR Corporation and Technicote, Inc.
- 5. Intellectual Property License Agreement, dated December 26, 2009, between Iconex LLC, as successor in interest to NCR Corporation and Hengstler GmbH.
- 6. Intellectual Property License Agreement, dated April 28, 2010, between Iconex LLC, as successor in interest to NCR Corporation and Mitsubishi Paper Holding GmbH.
- 7. 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.
- 8. Intellectual Property License Agreement, dated September 24, 2010, between Iconex LLC, as successor in interest to NCR Corporation and Zebra Technologies Corporation.
- 9. 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.
- 10. Intellectual Property License Agreement, dated June 18, 2011, between Iconex LLC, as successor in interest to NCR Corporation and Hanhong Group.
- 11. Intellectual Property License Agreement, dated September 21, 2011, between Iconex LLC, as successor in interest to NCR Corporation and Grand Quest Etiquettes.

- 12. 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.
- 13. Intellectual Property License Agreement, dated February 21, 2012, between Iconex LLC, as successor in interest to NCR Corporation and Ward/Kraft, Inc.
- 14. Intellectual Property License Agreement, dated December 27, 2012, between Iconex LLC, as successor in interest to NCR Corporation and Smith & McLaurin Ltd.
- 15. Intellectual Property License Agreement, dated February 1, 2013, between Iconex LLC, as successor in interest to NCR Corporation and Custom Engineering SPA.
- 16. Intellectual Property License Agreement, dated April 2, 2015, between Iconex LLC, as successor in interest to NCR Corporation and FOX IV Technologies, Inc.
- 17. 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-	Instron Bluehill 2 &	Licensed application for	Morristown, TN Product
KG1L-4RBX-CB2A	3 Software	capturing and recording	Development Lab
Instron 3343: OVJG-		peel and release strength	
HX1G-4VBC-EX28		measurements	
Embedded software	PerkinElmer	Licensed application and	
	Spectrum Two	database for spectral	Development Lab
		analysis of thermal papers	
		on PerkinElmer Spectrum	
		Two FT-IR spectrometer	
Embedded software	Tescan Vega-II	Licensed image analysis	Morristown, TN Product
		software for Tescan Vega	Development Lab
		II scaning electron	
		microscope	
	Red Prairie E-	Licensed application	Deployed within NCR IT
	Commerce Software	customized for specific	datacenter
Statement of Work No.		IPS customer internet e-	
2012-NCR-PS-01		commerce websites	
		(Worldpay)	
DOC1 Designer Version	•	Licensed electronic	Santiago, Chile plant
5.6.1334.0 (Copyright		customer billing and	
1993-20110 Pitney		statement software system	
Bowes Software Europe		including: Doc1,	
Ltd.); DRH Internet Inc.		Compart, Ricoh Process	
GreenArrow License and		Director, Green Arrow	
Services Agreement		(MTA), Microsoft SQL	

In-Bound IP License	Licensed Software	Description	Location(s)
		Server 2005, Antivirus, Microsoft Windows Server 2012, Bullet Proof FTP Client, Bullet Proof FTP Server, and VMWare 5.1	
unknown	CMS-Tri Guide	Licensed application provided by TRI Resources International containing a combination of cross referencing data supplied by Tri and IPS	Hosted within the NCR IT datacenter
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		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 &	Amboise, France plant

In-Bound IP License	Licensed Software	Description	Location(s)
		attendance software	
unknown	Tally	Licensed inventory	Mumbai, India office PC
		tracking software	
unknown	Innovis	Annual License	unknown
unknown	Infor ERP XA	Annual License	unknown
unknown	COM_NET	Annual License	unknown
unknown	GPS	Annual License	unknown
unknown	OpenText	VAN Service Annual	unknown
unknown	OpenText	TrustedLink (Annual Lic)	unknown
unknown	Cforia	Annual License	unknown
unknown	LogMeIn Pro	Annual License	unknown
unknown	Barracuda	Annual License	unknown
unknown	TL Ashford	Annual License	unknown
unknown	Avalara	Annual License	unknown
unknown	RDS Website	RDS - Big commerce /	unknown
		website	
unknown	Adobe Software	Annual License	unknown
unknown	Office365	Hosted Exchange	unknown
unknown	Experian / Cortera /	Credit Reports	unknown
	NACM	_	

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NCR

NCR Sticky Media (solely for use with Linerless Labels)



Transitional Logo:

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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).



RECORDED: 11/20/2017