

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454008

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated First Lien Trademark Security Agreement recorded at R/F 4882/0676		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southern Graphic Systems, LLC		12/08/2017	Limited Liability Company: KENTUCKY
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	101 N. Tryon Street		
Internal Address:	Mail Code NC1-001-05-45 MAC Legal		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2790333	SOUTHERN GRAPHIC SYSTEMS	
Registration Number:	2790332	SOUTHERN GRAPHIC SYSTEMS	
Registration Number:	2715395	SOUTHERN GRAPHIC SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP C/O ANGELA M. AMARU		
Address Line 1:	885 THIRD AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	042525-0132		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/S/ Angela M. Amaru		
DATE SIGNED:	12/11/2017		
Total Attachments: 6			

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AMENDED AND RESTATED FIRST LIEN TRADEMARK SECURITY AGREEMENT

This Amended and Restated First Lien Trademark Security Agreement (this "Agreement"), dated as of December 8, 2017, is entered into by Southern Graphic Systems, LLC (the "Grantor") in favor of Bank of America, N.A. ("Bank of America"), as Administrative Agent (together with its successors, in such capacity, the "Administrative Agent") for the benefit of the Secured Parties (as defined in the Pledge and Security Agreement described below).

WHEREAS, the Grantor, the other grantors party thereto and Credit Suisse AG, Cayman Islands Branch ("CS"), as administrative agent (the "Original Administrative Agent") entered into that certain Pledge and Security Agreement, dated as of October 17, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Existing Security Agreement");

WHEREAS, the Grantor and the Original Administrative Agent entered into that certain Trademark Security Agreement, dated as of October 17, 2012 (the "Existing Trademark Security Agreement");

WHEREAS, pursuant to the Existing Security Agreement and the Existing Trademark Security Agreement, the Grantor granted to the Original Administrative Agent, a security interest in all of the Grantor's right, title, and interest in and to the Trademark Collateral (as defined in the Original Trademark Security Agreement);

WHEREAS, the Existing Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 17, 2012 at Reel/Frame No. 4882/0676;

WHEREAS, CS and Bank of America are parties to that certain Agency Assignment Agreement, dated as of the date hereof (the "Agency Assignment Agreement"), which governs, among other things, the resignation of CS, as Original Administrative Agent, and the appointment of Bank of America, as successor Administrative Agent under the Existing Security Agreement and the Existing Trademark Security Agreement and the related assignment to Bank of America of CS's rights and interests under the Existing Security Agreement and the Existing Trademark Security Agreement as set forth in the Agency Assignment Agreement;

WHEREAS, the Grantor executed and delivered that certain Amended and Restated First Lien Pledge and Security Agreement, dated as of the date hereof, in favor of the Administrative Agent (as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") to amend and restate the Existing Security Agreement in its entirety, and pursuant to which the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title, and interest in and to the Trademark Collateral (as defined below); and

WHEREAS, the Grantor has agreed to execute this Agreement in order to amend and restate the Existing Trademark Security Agreement in its entirety and to evidence that Bank of America is the successor Administrative Agent thereunder for recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Grantor and the Administrative Agent hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the following property now or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title, or interest and wherever the same may be located (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Grantor’s Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

- (i) all U.S. federal and state and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, designs and general tangibles of a like nature, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or any other country or any political subdivision thereof, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world;
- (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing;
- (iii) all extensions and renewals of the foregoing;
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill;
- (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto; and
- (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

provided, however, that “Trademark Collateral” shall not include any “intent-to-use” Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application, or any registration issuing therefrom, under applicable federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to conflict of laws principles that would require application of the laws of another jurisdiction.

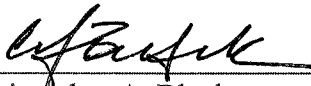
SECTION 6. Counterparts. This Agreement may be executed in any number of separate counterparts (including by telecopy or .pdf), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 7. Amended and Restated Agreement. This Agreement amends and restates the Existing Trademark Security Agreement in its entirety, and this Agreement shall not constitute a substitution or novation thereof, it being the intent of the parties hereto that the obligations of the Grantor under the Existing Trademark Security Agreement shall remain in full force and effect as amended and restated hereby or by any documents or instruments executed concurrently herewith and, to the fullest extent permitted by applicable law, this Agreement shall not adversely affect the liens and security interests created under the Existing Trademark Security Agreement or the priority thereof.

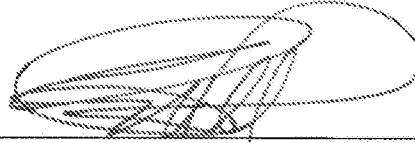
[Signatures follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

SOUTHERN GRAPHIC SYSTEMS, LLC

By: 
Name: Christopher A. Black
Title: Chief Financial Officer

BANK OF AMERICA, N.A.,
as Administrative Agent



By: _____

Name: **Henry Pennell**
Title: **Vice President**

Schedule A

TRADEMARKS

<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
2,790,333	Southern Graphic Systems
2,790,332	Southern Graphic Systems
2,715,395	Southern Graphic Systems

Schedule A

US-DOCS97176105.2

RECORDED: 12/11/2017

**TRADEMARK
REEL: 006225 FRAME: 0074**