

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM454014

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Southern Graphic Systems, LLC		12/08/2017	Limited Liability Company: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Administrative Agent		
<b>Street Address:</b>	101 N. Tryon Street		
<b>Internal Address:</b>	Mail Code NC1-001-05-45 MAC Legal		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2715395	SOUTHERN GRAPHIC SYSTEMS	
<b>Registration Number:</b>	2790333	SOUTHERN GRAPHIC SYSTEMS	
<b>Registration Number:</b>	2790332	SOUTHERN GRAPHIC SYSTEMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	212-906-1216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP C/O ANGELA M. AMARU		
<b>Address Line 1:</b>	885 THIRD AVENUE		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	042525-0132		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		
<b>SIGNATURE:</b>	/S/ Angela M. Amaru		
<b>DATE SIGNED:</b>	12/11/2017		
<b>Total Attachments: 7</b>			
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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement (this “Agreement”), dated as of December 8, 2017, is entered into by each of the undersigned (each, a “Grantor” and, collectively, the “Grantors”) in favor of Bank of America, N.A., 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 Grantors executed and delivered that certain Second Lien Pledge and Security Agreement, dated as of the date hereof, in favor of the Administrative Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), pursuant to which each Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in and to the Trademark Collateral (as defined below); and

**WHEREAS**, the Grantors have agreed to execute this Agreement 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, the Grantors and the Administrative Agent hereby agree 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. Each 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 such Grantor or in which such 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 such 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 each 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. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

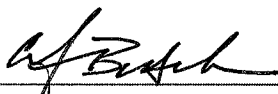
SECTION 5. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to conflict of laws principles that would require application of the laws of another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

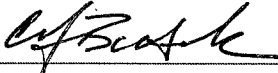
*[Signatures follow]*

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

SOUTHERN GRAPHICS INC.

By:  \_\_\_\_\_

Name: Christopher A. Black

Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006225 FRAME: 0267**

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

By: 

Name:



**Henry Pennell**

Title:

**Vice President**

Schedule A

**TRADEMARKS**

Mark	Application Number Filing Date	Registration Number Registration Date	Grantor
SOUTHERN GRAPHIC SYSTEMS	76383010 3/18/2002	2715395 5/13/2003	Southern Graphic Systems, LLC
SOUTHERN GRAPHIC SYSTEMS	76383009 3/18/2002	2790333 12/9/2003	Southern Graphic Systems, LLC
SOUTHERN GRAPHIC SYSTEMS	76383008 3/18/2002	2790332 12/9/2003	Southern Graphic Systems, LLC
ARMSTRONGWHITE	87213610 10/24/2016	5231728 6/27/2017	Southern Graphics Inc.
Design Only 	86797051 10/23/2015	5130107 1/24/2017	Southern Graphics Inc.
Design Only 	86797050 10/23/2015	5130106 1/24/2017	Southern Graphics Inc.
KWIKEE	76695308 1/14/2009	3761957 3/23/2010	Southern Graphics Inc.
KWIKEE	72301239 6/24/1968	895218 7/21/1970	Southern Graphics Inc.
MARKS	87135557 8/11/2016	5309217 10/17/2017	Southern Graphics Inc.
MULTIAD	76372423 2/20/2022	2777370 10/28/2003	Southern Graphics Inc.
MULTIAD	76372417 2/20/2002	2731474 7/1/2003	Southern Graphics Inc.
SGSCO	86797047 10/23/2015	5130105 1/24/2017	Southern Graphics Inc.



Mark	Application Number Filing Date	Registration Number Registration Date	Grantor
TRAFFIK	87144102 8/19/2016	5166392 3/21/2017	Southern Graphics Inc.
WEBB DEVLAM	87134816 8/11/2016	5279539 9/5/2017	Southern Graphics Inc.
R5	87134817 8/11/2016	---	Southern Graphics Inc.

Schedule A

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RECORDED: 12/11/2017

TRADEMARK  
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