

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM460887

|                                   |  |                          |                        |
|-----------------------------------|--|--------------------------|------------------------|
| <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>     |
| Label Universe, Inc.              |  | 02/05/2018               | Corporation: WISCONSIN |
| W/S Packaging Group, Inc.         |  | 02/05/2018               | Corporation: WISCONSIN |
| Wisconsin Label Corporation       |  | 02/05/2018               | Corporation: WISCONSIN |
| <b>RECEIVING PARTY DATA</b>       |  |                          |                        |
| <b>Name:</b>                      | Bank of America, N.A., as Collateral Agent |                          |                        |
| <b>Street Address:</b>            | 100 Federal Street                         |                          |                        |
| <b>City:</b>                      | Boston                                     |                          |                        |
| <b>State/Country:</b>             | MASSACHUSETTS                              |                          |                        |
| <b>Postal Code:</b>               | 02110                                      |                          |                        |
| <b>Entity Type:</b>               | Bank: UNITED STATES                        |                          |                        |
| <b>PROPERTY NUMBERS Total: 19</b> |  |                          |                        |
| <b>Property Type</b>              | <b>Number</b>                              | <b>Word Mark</b>         |                        |
| <b>Registration Number:</b>       | 2887240                                    | LABEL UNIVERSE           |                        |
| <b>Registration Number:</b>       | 2887239                                    |                          |                        |
| <b>Registration Number:</b>       | 5276816                                    | SKINNERS                 |                        |
| <b>Registration Number:</b>       | 5161688                                    | PULL-2-WIN               |                        |
| <b>Registration Number:</b>       | 5147042                                    | DUAL PHASE               |                        |
| <b>Registration Number:</b>       | 5138435                                    | GIVING BRANDS LIFE       |                        |
| <b>Registration Number:</b>       | 5125450                                    | DESIGNMAX                |                        |
| <b>Registration Number:</b>       | 4952042                                    | WHITE PHANTOM            |                        |
| <b>Registration Number:</b>       | 4916499                                    | SLOT-TICKETS             |                        |
| <b>Registration Number:</b>       | 3996091                                    | FLEXWRAP                 |                        |
| <b>Registration Number:</b>       | 3736004                                    | W/S                      |                        |
| <b>Registration Number:</b>       | 2755291                                    | W/S                      |                        |
| <b>Registration Number:</b>       | 2702135                                    | WS PACKAGING GROUP, INC. |                        |
| <b>Registration Number:</b>       | 2833400                                    | LABELS FOR LESS          |                        |
| <b>Registration Number:</b>       | 2747981                                    | EASY TAB                 |                        |
| <b>Registration Number:</b>       | 2455176                                    | PROMOPRISM               |                        |
| <b>Registration Number:</b>       | 2434205                                    | MULTIVISION              |                        |

OP \$490.00 2887240

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 1138370 | LABEL ART |
| Registration Number: | 1107279 |           |

**CORRESPONDENCE DATA**

**Fax Number:** 8009144240

*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.*

**Phone:** 614-280-3566

**Email:** james.murray@wolterskluwer.com

**Correspondent Name:** James Murray

**Address Line 1:** 4400 Easton Commons Way, Suite 125

**Address Line 2:** CT Corporation

**Address Line 4:** Columbus, OHIO 43219

|                           |            |
|---------------------------|------------|
| <b>NAME OF SUBMITTER:</b> | Doris Ka   |
| <b>SIGNATURE:</b>         | /Doris Ka/ |
| <b>DATE SIGNED:</b>       | 02/05/2018 |

**Total Attachments: 7**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

- 1. Label Universe, Inc.
- 2. W/S Packaging Group, Inc.
- 3. Wisconsin Label Corporation

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: 1, 2., 3.: Corporation - Wisconsin  
 Other \_\_\_\_\_

Citizenship (see guidelines) U.S.A.

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) February 5, 2018

- Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of America, N.A., as Collateral Agent

Street Address: 100 Federal Street

City: Boston

State: MA

Country: USA Zip: 02110

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See attached Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 08061.1513

Email Address: dka@cahill.com

**6. Total number of applications and registrations involved:**

19

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:   
Signature

February 5, 2018

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of February 5, 2018, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of BANK OF AMERICA, N.A., in its capacity as Collateral Agent.

**W I T N E S S E T H:**

WHEREAS, the Grantors are party to that certain Security Agreement, dated as of February 5, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement (this “Trademark Security Agreement”);

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent 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. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor or in which such Grantor has any rights:

- (a) Marks of such Grantor listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office (“PTO”) on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);
- (b) all goodwill associated with such Marks (other than Excluded Collateral); and
- (c) all Proceeds of any and all of the foregoing (collectively, the “Trademark Collateral”).

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 Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks 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 conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the occurrence of the Termination Date and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to

the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

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.

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.

SECTION 7. Intercreditor Agreements. This Trademark Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreement (as defined in the Credit Agreement) in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, each Grantor 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,

**W/S PACKAGING GROUP, INC.  
LABEL UNIVERSE, INC.  
WISCONSIN LABEL CORPORATION**

By: Mary Ann Sigler  
Name: Mary Ann Sigler  
Title: Vice President and Treasurer

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[Trademark Security Agreement Signature Page]

Accepted and Agreed:

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

By: Kristen J. Holihan  
Name: Kristen J. Holihan  
Title: vice president

[Trademark Security Agreement Signature Page]

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

|     | <b>Record Owner</b>         | <b>Trademark</b>         | <b>Appl. No.<br/>Filing Date</b> | <b>Reg. No.<br/>Reg. Date</b> |
|-----|-----------------------------|--------------------------|----------------------------------|-------------------------------|
| 1.  | Label Universe, Inc.        | LABEL UNIVERSE           | 76472958<br>12/09/2002           | 2887240<br>09/21/2004         |
| 2.  | Label Universe, Inc.        | DESIGN ONLY              | 76472957<br>12/09/2002           | 2887239<br>09/21/2004         |
| 3.  | WS Packaging Group, Inc.    | SKINNERS                 | 86576520<br>03/25/2015           | 5276816<br>08/29/2017         |
| 4.  | WS Packaging Group, Inc.    | PULL-2WIN                | 86576544<br>03/25/2015           | 5161688<br>03/14/2017         |
| 5.  | WS Packaging Group, Inc.    | DUAL PHASE               | 86337793<br>07/15/2014           | 5147042<br>02/21/2017         |
| 6.  | WS Packaging Group, Inc.    | GIVING BRANDS LIFE       | 86772549<br>09/29/2015           | 5138435<br>02/07/2017         |
| 7.  | WS Packaging Group, Inc.    | DESIGNMAX                | 86786841<br>10/13/2015           | 5125450<br>01/17/2017         |
| 8.  | WS Packaging Group, Inc.    | WHITE PHANTOM            | 86337780<br>07/15/2014           | 4952042<br>05/03/2016         |
| 9.  | WS Packaging Group, Inc.    | SLOT-TICKETS             | 86307900<br>06/12/2014           | 4916499<br>03/15/2016         |
| 10. | WS Packaging Group, Inc.    | FLEXWRAP                 | 85027741<br>04/30/2010           | 3996091<br>07/19/2011         |
| 11. | WS Packaging Group, Inc.    | W/S                      | 77636435<br>12/18/2008           | 3736004<br>01/12/2010         |
| 12. | WS Packaging Group, Inc.    | W/S                      | 76372543<br>02/15/2002           | 2755291<br>08/26/2003         |
| 13. | WS Packaging Group, Inc.    | WS PACKAGING GROUP, INC. | 76372532<br>02/15/2002           | 2702135<br>04/01/2003         |
| 14. | Wisconsin Label Corporation | LABELS FOR LESS          | 76452631<br>09/23/2002           | 2833400<br>04/13/2004         |
| 15. | Wisconsin Label Corporation | EASY TAB                 | 76199817<br>01/25/2001           | 2747981<br>08/05/2003         |
| 16. | Wisconsin Label Corporation | PROMOPRISM               | 76025432<br>04/14/2000           | 2455176<br>05/29/2001         |
| 17. | Wisconsin Label Corporation | MULTIVISION              | 75722956<br>06/07/1999           | 2434205<br>03/06/2001         |
| 18. | Wisconsin Label Corporation | LABEL ART                | 73187245<br>09/27/1978           | 1138370<br>08/05/1980         |
| 19. | Wisconsin Label Corporation | DESIGN ONLY              | 73152743<br>12/20/1977           | 1107279<br>11/28/1978         |



**Trademark Applications:**

None.