

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461294

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SENIOR TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Northern Labs, Inc.		02/01/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	National Bank of Canada		
Street Address:	500 Place d'Armes, 26th Floor		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H2Y 2W3		
Entity Type:	Banking Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77771569	NORTHERN LABS, INC.	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	Jordan B. Yellen		
Address Line 1:	200 Park Avenue		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	12038.4		
NAME OF SUBMITTER:	Jordan Yellen		
SIGNATURE:	/Jordan Yellen by trademarkny/		
DATE SIGNED:	02/07/2018		
Total Attachments: 5			
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SENIOR TRADEMARK SECURITY AGREEMENT

THIS SENIOR TRADEMARK SECURITY AGREEMENT is entered into and effective this 1st day of February, 2018, by and between Northern Labs, Inc., a Delaware corporation ("Debtor"), and National Bank of Canada, in its capacity as administrative agent ("Agent") under the Credit Agreement (as hereinafter defined). Debtor and Agent are sometimes collectively referred to herein as the "Parties". Capitalized terms used herein but not otherwise defined shall have the meanings given to them in that certain Amended and Restated Credit Agreement, dated as of November 25, 2015, by and among Knowlton Packaging Inc., as Canadian Borrower, KDC US Holdings, Inc. (formerly known as Tri-Tech Laboratories, Inc.), as U.S. Borrower, the other loan parties party thereto, the Lenders party thereto and the Agent (as amended by the First Amendment to Amended and Restated Credit Agreement, dated as of December 23, 2016, the Second Amendment to Amended and Restated Credit Agreement dated as of March 17, 2017, the Third Amendment to Amended and Restated Credit Agreement dated as of November 8, 2017, the Fourth Amendment to Amended and Restated Credit Agreement dated as of December 8, 2017, and as the same may be further amended, restated or otherwise modified from time to time).

RECITALS

A. Debtor is the owner of the trademarks set forth in **Exhibit A** attached hereto, including without limitation all registrations therefor, all applications for the registration thereof, all common law rights therein, and all goodwill associated therewith.

B. Pursuant to that certain Senior Security Agreement, dated as of the date hereof, among the Parties hereto (as the same may be amended, restated or otherwise modified from time to time, the "Security Agreement"), Debtor has granted to Agent a lien on and security interest in and to certain assets of the Debtor, including without limitation the trademark assets described in Recital Paragraph "A" and more fully defined herein below as the "Trademark Collateral".

C. Pursuant to the Security Agreement, the Parties hereto wish to confirm Debtor's grant to Agent of a first priority lien on and security interest in and to the trademark assets described in Recital Paragraph "A" and more fully defined herein below as the "Trademark Collateral".

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Debtor hereby grants to the Agent and the Agent hereby accepts from the Debtor, a lien on and security interest in and to all of Debtor's right, title and interest in, to and under the following (all of the following items or types of property collectively referred to herein as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) all of the trademarks referred to in **Exhibit A** hereto, including without limitation all common law rights therein, all registrations therefor, all applications for the registration thereof, all renewals and extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such trademarks;
- (ii) all licenses associated with the use of any of such trademarks; and
- (iii) all products and proceeds of the foregoing, including without limitation any claim by or accruing to Debtor against third parties for the past, present or future infringement,

violation, dilution, misuse or misappropriation of any such trademarks, or for injury to the goodwill associated with any such trademarks.

2. This security interest is granted in conjunction with the security interest granted to the Agent in assets of the Debtor, as set forth more fully in the Security Agreement.

3. The rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are without prejudice to and without limitation of those rights and remedies of the Agent which are set forth in the Security Agreement, the terms and provisions of which are in no way limited, qualified, amended or negated by this Senior Trademark Security Agreement.

4. In the event of any conflict between the terms and provisions of this Senior Trademark Security Agreement and those of the Security Agreement, the terms and provisions of the Security Agreement shall govern and control.

5. Subject to paragraph 4 hereof, this Senior Trademark Security Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, drafts of agreement, understandings and commitments, whether oral or written, related to such subject matter.

6. This Senior Trademark Security Agreement may only be modified or amended by a further agreement in writing executed by both Parties hereto.

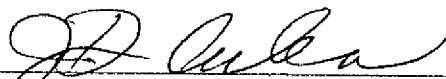
7. This Senior Trademark Security Agreement is governed by the trademark laws of the United States of America and the laws of the State of Delaware, applicable to contracts executed and fully performed within the State of Delaware, without regard to conflicts or choice of laws principles.

8. This Senior Trademark Security Agreement is effective as of the date and year above first written, regardless of the actual dates of signature of the Parties.

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IN WITNESS WHEREOF, this Senior Trademark Security Agreement has been duly executed by the Parties' officers thereunto duly authorized as of the date first above written.

NORTHERN LABS, INC., AS DEBTOR

By: 
Name: J.D. Culea
Title: President

NATIONAL BANK OF CANADA

By: 
Name Daniel Leclerc
Title Directeur / Director

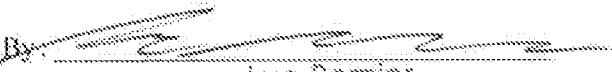
By: 
Name Luc Bernier
Title Managing Director

EXHIBIT A

TRADEMARKS

Country	Trademark	App. No.	App. Date.	Reg. No. and Date	Registered
U.S.A.	NORTHERN LABS, INC.	77771569	June 30, 2009	Registration number: 3783686 May 24, 2016	Yes

UNREGISTERED TRADEMARKS

The Debtor has the following unregistered logos:

