

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461680

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP, as Successor Agent		02/05/2018	Corporation:

RECEIVING PARTY DATA

Name:	Wisconsin Label Corporation
Street Address:	2571 S. Hemlock Road
City:	Green Bay
State/Country:	WISCONSIN
Postal Code:	54229
Entity Type:	Corporation: WISCONSIN
Name:	W/S Packaging Group, Inc.
Street Address:	2571 S. Hemlock Road
City:	Green Bay
State/Country:	WISCONSIN
Postal Code:	54229
Entity Type:	Corporation: WISCONSIN
Name:	Label Universe, Inc.
Street Address:	2571 S. Hemlock Road
City:	Green Bay
State/Country:	WISCONSIN
Postal Code:	54229
Entity Type:	Corporation: WISCONSIN

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1411300	IPOP
Registration Number:	2455176	PROMOPRISM
Registration Number:	2747981	EASY TAB
Registration Number:	1138370	LABEL ART
Registration Number:	2833400	LABELS FOR LESS
Registration Number:	1107279	

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Property Type	Number	Word Mark
Registration Number:	2434205	MULTIVISION
Registration Number:	2055474	QUALITY YOU CAN STICK WITH
Registration Number:	3269574	WEBDESCRAMBLER
Registration Number:	3276890	NETDESCRAMBLER
Registration Number:	3622868	PAINNOVATION
Registration Number:	3736004	W/S
Registration Number:	2755291	W/S
Registration Number:	2702135	WS PACKAGING GROUP, INC.
Registration Number:	3996091	FLEXWRAP
Registration Number:	2887239	
Registration Number:	2887240	LABEL UNIVERSE

CORRESPONDENCE DATA

Fax Number: 2123108007
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: 212.310.8561
Email: juan.arias@weil.com
Correspondent Name: Sean S. McClay
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	Sean McClay-15570.0010
NAME OF SUBMITTER:	Sean S. McClay
SIGNATURE:	/Sean S. McClay/
DATE SIGNED:	02/07/2018

Total Attachments: 5
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of February 5, 2018 (this “Release”), is made by ANTARES CAPITAL LP, a Delaware limited partnership (the “Successor Agent”) for the benefit of Agent and Lenders (as defined in the Trademark Security Agreement referred to below).

WHEREAS, pursuant to the Credit Agreement, dated as of August 9, 2013 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among W/S Packaging Holdings, Inc. (“Holdings”), W/S Packaging Intermediate, Inc. (“Intermediate”), W/S Packaging Group, Inc. (the “Company”), General Electric Capital Corporation, (the “Prior Agent”), and the Lenders and the L/C Issuers from time to time party thereto, the Lenders and the L/C Issuers provided for extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Guaranty and Security Agreement, dated as of August 9, 2013 (the “Security Agreement”) and the terms and conditions of that certain Trademark Security Agreement, dated as of August 9, 2013 by Holdings, Intermediate, the Company, Label Universe, Inc. and Wisconsin Label Corporation, Inc. (each, a “Grantor” and collectively, the “Grantors”), each Grantor granted to Prior Agent for the benefit of the Secured Parties a security interest in the applicable Trademark Collateral, including the Trademarks listed on Schedule A;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on August 12, 2013 at Reel 5089 Frame 0696;

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement, dated as of August 21, 2015 and Assignment of Intellectual Property Security Agreement by and among the Prior Agent, and the Successor Agent, Prior Agent assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Trademark Security Agreement (as the same may have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time), in each instance, in its capacity as administrative agent and, if applicable, collateral agent;

WHEREAS, the Assignment of Intellectual Property Security Agreement was recorded at the USPTO on August 24, 2015 in Reel 5607 Frame 0030;

NOW THEREFOR, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, the Successor Agent (for itself and as agent for the Lenders and the L/C Issuers) and Grantors (the “parties”) agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Trademark Security Agreement.

SECTION 2. Termination and Release. The Successor Agent, for itself and as agent for the Lenders and the L/C Issuers, hereby:

(a) terminates the Trademark Security Agreement, Security Agreement, and any other agreement under which each Grantor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, Lien, or security interest in, to, and under the Trademark Collateral;

(b) cancels, discharges, and releases the mortgage, pledge, and hypothecation and Lien on and security interest in, all of its right, title, and interest in, to, and under the Trademark Collateral, including the Trademark Collateral listed on Schedule A attached hereto; and

(c) authorizes the recordation of this Release with the USPTO.

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IN WITNESS WHEREOF, the Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

ANTARES CAPITAL LP, as Successor Agent

By: _____

Name: _____

Title: _____



Brad Kimme

Duly Authorized Signatory



Schedule A

REEL 5607/FRAME 0030

Record Owner	Mark	Type of Mark	Registration #	Registration Date
Wisconsin Label Corporation	IPOP	Trademark	1,411,300	9-30-1986
Wisconsin Label Corporation	PromoPrism	Trademark	2,455,176	5-29-2001
Wisconsin Label Corporation	EASY TAB	Trademark	2,747,981	8-5-2003
Wisconsin Label Corporation	LABEL ART	Trademark	1,138,370	8-5-1980
Wisconsin Label Corporation	LABELS FOR LESS	Trademark	2,833,400	4-13-2004
Wisconsin Label Corporation		Trademark	1,107,279	11-28-1978
Wisconsin Label Corporation	MULTIVISION 	Trademark	2,434,205	3-6-2001
Wisconsin Label Corporation	QUALITY YOU CAN STICK WITH	Trademark	2,055,474	4-22-1997 ¹
W/S Packaging Group, Inc.	WEBDESCRAMBLER	Trademark	3,269,574	7-24-2007
W/S Packaging Group, Inc.	NETDESCRAMBLER	Trademark	3,276,890	8-7-2007
W/S Packaging Group, Inc.	PAINNOVATION	Trademark	3,622,868	5-19-2009 ²
W/S Packaging Group, Inc.	W/S Logo & Design 	Trademark	3,736,004	1-12-2010

¹ This Trademark has been cancelled.

² This Trademark has been cancelled.

W/S Packaging Group, Inc.	WS & Design 	Trademark	2,755,291	8-26-2003
W/S Packaging Group, Inc.	WS PACKAGING GROUP, INC.	Trademark	2,702,135	4-1-2003
W/S Packaging Group, Inc.	FLEXWRAP	Trademark	3,996,091	7-19-2011
Label Universe, Inc.	Circle Swirl Logo 	Trademark	2,887,239	9-21-2004
Label Universe, Inc.	LABEL UNIVERSE	Trademark	2,887,240	9-21-2004

2. TRADEMARK
APPLICATIONS

None.

3. IP LICENSES

None.