

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468680

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notes Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
W/S Packaging Group, Inc.		04/05/2018	Corporation: WISCONSIN
Wisconsin Label Corporation		04/05/2018	Corporation: WISCONSIN
Label Universe, Inc.		04/05/2018	Corporation: WISCONSIN

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as Notes Collateral Agent
Street Address:	246 Goose Lane, Suite 105
City:	Guilford
State/Country:	NORTH CAROLINA
Postal Code:	06437
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2887240	LABEL UNIVERSE
Registration Number:	2887239	
Registration Number:	5276816	SKINNERS
Registration Number:	5161688	PULL-2-WIN
Registration Number:	5147042	DUAL PHASE
Registration Number:	5138435	GIVING BRANDS LIFE
Registration Number:	5125450	DESIGNMAX
Registration Number:	4952042	WHITE PHANTOM
Registration Number:	4916499	SLOT-TICKETS
Registration Number:	3996091	FLEXWRAP
Registration Number:	3736004	W/S
Registration Number:	2755291	W/S
Registration Number:	2702135	WS PACKAGING GROUP, INC.
Registration Number:	2833400	LABELS FOR LESS
Registration Number:	2747981	EASY TAB
Registration Number:	2455176	PROMOPRISM
Registration Number:	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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	04/05/2018

Total Attachments: 7

- source=10. Wrangler - Trademark Security Agreement#page1.tif
- source=10. Wrangler - Trademark Security Agreement#page2.tif
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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. W/S Packaging Group, Inc.
- 2. Wisconsin Label Corporation
- 3. Label Universe, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: 1. WI; 2. WI; 3. WI
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) April 5, 2018

- Assignment Merger
 Security Agreement Change of Name
 Other Notes Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wilmington Trust, National Association, as Notes Collateral Agent

Street Address: 246 Goose Lane, Suite 105

City: Gulford

State: CT

Country: USA Zip: 06437

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

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

See Schedule I

B. Trademark Registration No.(s)

See 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: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@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: Elaine Carrera

Signature

April 5, 2018

Date

Elaine Carrera

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

NOTES TRADEMARK SECURITY AGREEMENT

NOTES TRADEMARK SECURITY AGREEMENT, dated as of April 5, 2018, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as Notes Collateral Agent.

W I T N E S S E T H:

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

WHEREAS, W/S Packaging Holdings, Inc. (the “Issuer”), the other Grantors, the Notes Collateral Agent and Wilmington Trust, National Association, as trustee are party to that certain Indenture, dated as of April 5, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”) pursuant to which the Issuer has issued \$260,000,000 aggregate principal amount of its 9.000% Senior Secured Notes due 2023;

NOW, THEREFORE, in consideration of the premises, the Grantors hereby agree with the Notes 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 Notes Collateral Agent for the benefit of the Secured Parties 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 Notes Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Notes 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 Notes Collateral Agent, at the sole cost and expense of the Grantors, 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 Indenture) 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.

SECTION 8. Concerning the Notes Collateral Agent. Wilmington Trust, National Association is entering into this Trademark Security Agreement solely in its capacity as Notes Collateral Agent under the Indenture and shall be entitled to all of the rights, privileges and immunities granted to the Notes Collateral Agent under the Indenture as if such rights, privileges and immunities were set forth herein.

[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.

W/S PACKAGING GROUP, INC.

By: Mary Ann Sigler *la*
Name: Mary Ann Sigler
Title: Vice President, Treasurer and Secretary

WISCONSIN LABEL CORPORATION

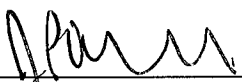
By: Mary Ann Sigler *la*
Name: Mary Ann Sigler
Title: Vice President, Treasurer and Secretary

LABEL UNIVERSE, INC.

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

Accepted and Agreed to:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Notes Collateral Agent

By: 
Name: Joseph P. O'Donnell
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

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

* W/S Packaging Group, Inc. is the owner of this US Trademark and is in the process of updating United States Patent and Trademark Office filings to reflect that it is the record owner.

Trademark Applications:

None.