

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475496

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SUBORDINATE TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Northern Labs, Inc.		05/18/2018	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:	National Banking Association: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3783686	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:	05/25/2018		
Total Attachments: 5			
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SUBORDINATE TRADEMARK SECURITY AGREEMENT

THIS SUBORDINATE TRADEMARK SECURITY AGREEMENT is entered into and effective as of May 18, 2018, by and between Northern Labs, Inc., a Delaware corporation ("Debtor") and National Bank of Canada, as Lender (the "Lender") under the Credit Agreement (as hereinafter defined). Debtor and Lender 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 Borrower, and the Lender (as amended by the First Amendment to Amended and Restated Credit Agreement dated as of January 20, 2017, the Second Amendment to Amended and Restated Credit Agreement dated as of November 8, 2017, the Third Amendment to Amended and Restated Credit Agreement dated as of December 8, 2017 and the Fourth Amendment to Amended and Restated Credit Agreement dated as of March 9, 2018, and as the same may be 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 Subordinate 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 Lender 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 Lender of a second 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 Lender and the Lender 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 Lender in assets of the Debtor, as set forth more fully in the Security Agreement.

3. The rights and remedies of the Lender 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 Lender 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 Subordinate Trademark Security Agreement.

4. In the event of any conflict between the terms and provisions of this Subordinate 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 Subordinate 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 Subordinate Trademark Security Agreement may only be modified or amended by a further agreement in writing executed by all of the Parties hereto.

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

9. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lender acknowledges and agrees that the liens and security interests granted to the Lender pursuant to this Subordinate Trademark Security Agreement and the other Operative Documents and the exercise of any right or remedy by the Lender hereunder or thereunder are subject to the terms and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Subordinate Trademark Security Agreement or any other Operative Document, the terms of the Intercreditor Agreement shall govern and control.

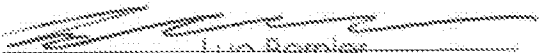
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IN WITNESS WHEREOF, this Subordinate Trademark Security Agreement has been duly executed by the Parties' officers thereunto duly authorized as of the date first above written.

NORTHERN LABS, INC., AS DEBTOR

By: 
Name J.D. Culea
Title President

NATIONAL BANK OF CANADA, AS LENDER

By: 
Name Luo Bernier
Title Managing Director

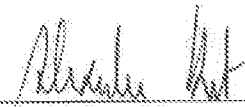
By: 
Name _____
Title Alexandre Huot
Directeur - Director

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:

