

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM478497

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LUX GLOBAL LABEL COMPANY, LLC		06/15/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MIDCAP FUNDING X TRUST		
<b>Street Address:</b>	C/O MIDCAP FINANCIAL SERVICES, LLC, AS SERVICER		
<b>Internal Address:</b>	7255 WOODMONT AVENUE, SUITE 200		
<b>City:</b>	BETHESDA		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	STATUTORY TRUST: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4280203	MIRROR LUX	
<b>Registration Number:</b>	3144175	NATIONAL LABEL COMPANY	
<b>Registration Number:</b>	1069374	LABLEAFLETS	
<b>Registration Number:</b>	0904338	NATIONAL LABEL CO.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	kansley@stradley.com		
<b>Correspondent Name:</b>	Kareem Ansley		
<b>Address Line 1:</b>	Stradley Ronon		
<b>Address Line 2:</b>	100 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	186687-0098		
<b>NAME OF SUBMITTER:</b>	Kareem Ansley		
<b>SIGNATURE:</b>	/Kareem Ansley/		
<b>DATE SIGNED:</b>	06/19/2018		

CH \$115.00 4280203

**Total Attachments: 7**

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## **PATENT AND TRADEMARK SECURITY AGREEMENT**

This Patent and Trademark Security Agreement (this “Agreement”) is made as of this 15th day of June, 2018, by LUX GLOBAL LABEL COMPANY, LLC, a Delaware limited liability company (“Grantor”), in favor of MIDCAP FUNDING X TRUST, a Delaware statutory trust and successor by assignment from MidCap Financial Trust, in its capacity as agent for the Lenders defined below (in such capacity and together with its successors and assigns, “Agent”).

WHEREAS, pursuant to that certain Credit and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Loan Agreement”), among Grantor and LUX GLOBAL LABEL PUERTO RICO, LLC, a Puerto Rico limited liability company (together with any Person joined thereto from time to time as a borrower, collectively, “Borrowers”), the other parties from time to time party thereto, the lenders from time to time party thereto (the “Lenders”), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in and Lien on all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “IP Collateral”), with power of sale to the extent permitted by law:

(a) all of Grantor’s trademarks, trademark applications, service marks, trade names, mask works (collectively, “Trademarks”), all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and licenses for, or other rights to use, any of the foregoing (“Trademark Licenses”), including, without limitation, those referred to on Schedule I hereto;

(b) all of Grantor’s patents and patent applications (collectively, “Patents”), and licenses for, or other rights to use, any of the foregoing (“Patent Licenses”), including, without limitation, those referred to on Schedule I hereto;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark, any Patent, any Trademark licensed under any Trademark License, or any Patent licensed under any Patent License.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Loan Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them pursuant to the Loan Agreement.

4. LOAN AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule I hereto accurately lists all registered IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new IP Collateral. Without limiting Grantor's obligations under this Section 6, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new IP Collateral of Grantor identified in such written notice provided by Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule I.

7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, 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.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement or any other Financing Document clearly requires otherwise, the term "or" has, except where otherwise indicated, the

inclusive meaning represented by the phrase “and/or” Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

**[Remainder of page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement the day and year first above written.

GRANTOR:

LUX GLOBAL LABEL COMPANY, LLC



By: \_\_\_\_\_

Name: Scott Watson

Title: Vice President, Secretary and Treasurer

*[Signatures to Continue on Next Page]*

*[Signature Page to Patent and Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 006356 FRAME: 0704**

AGENT:

**MIDCAP FUNDING X TRUST**

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner

By:  \_\_\_\_\_

Name: Maurice Amsellem

Title: Authorized Signatory

**SCHEDULE I  
TO  
PATENT AND TRADEMARK SECURITY AGREEMENT**


*Patents*

<b>Grantor</b>	<b>Title</b>	<b>Application Number</b>	<b>Filed</b>	<b>Patent Number</b>	<b>Grant Date</b>
Lux Global Label Company, LLC	Labels And Method Of Making Same	09232121	1/15/99	6274236	8/14/01
	Extended Wrap Label	09404429	9/23/99	6613410	9/2/03
	Extended Wrap Label And Method Of Making Same	10284713	10/31/02	6770345	10/31/02
	Labeling Apparatus And Method Of Making Same	10692467	10/23/03	6955000	10/18/05
	Extended Wrap Label And Method Of Making Same	10896763	7/22/04	7114446	10/3/06
	Extended Wrap Label	10634443	8/5/03	7374633	5/20/08
	Labels And Methods Of Making Same	13026891	2/14/11	8671599	3/18/14

*Trademarks*

<b>Grantor</b>	<b>Trademark</b>	<b>Application Number</b>	<b>Filed</b>	<b>Registration Number</b>	<b>Registration Date</b>
Lux Global Label Company,	MIRROR LUX	85133259	9/20/10	4280203	1/22/13
	NATIONAL LABEL COMPANY	78333506	11/26/03	3144175	9/19/06
	LABELEAFLETS	73085453	4/29/76	1069374	7/12/97



LLC	NATIONAL LABEL CO. 	72345657	12/8/69	0904338	12/15/70
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