

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478833

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mark' Andy, Inc.		06/21/2018	Corporation: MISSOURI
MAI Capital Holdings, Inc.		06/21/2018	Corporation: DELAWARE
Brandtjen and Kluge, LLC		06/21/2018	Limited Liability Company: MINNESOTA

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	100 Wall Street, 16th Fl.
Internal Address:	Global Corporate Trust Services
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	5012273	QCDC
Registration Number:	5000404	QUICK CHANGE DIE CUT
Registration Number:	1995118	ROTOFLEX
Registration Number:	0608178	A. B. DICK
Registration Number:	0602223	A. B. DICK
Registration Number:	0604247	A-B- DICK
Registration Number:	0617867	ABDICK
Registration Number:	0617674	ABDICK
Registration Number:	1450211	MEGA
Registration Number:	2462138	PLATEMASTER
Serial Number:	87170995	DIGITAL ONE
Registration Number:	3290960	MARK ANDY
Registration Number:	3274823	MARK ANDY
Registration Number:	1089573	ARPECO
Registration Number:	1081593	ARPECO
Registration Number:	2775199	COMCO

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3876270	READY MOUNT SHEETS
Registration Number:	0765029	KLUGE
Registration Number:	1325455	KLUGE

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128628738

Email: michelle.nowicki@kirkland.com

Correspondent Name: Michelle Nowicki

Address Line 1: 300 N. LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	17811-2
NAME OF SUBMITTER:	Michelle Nowicki
SIGNATURE:	/Michelle Nowicki/
DATE SIGNED:	06/21/2018

Total Attachments: 7

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GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Trademark Security Agreement”), dated as of June 21, 2018, by MARK’ ANDY, INC., MAI CAPITAL HOLDINGS, INC. and BRANDTJEN AND KLUGE, LLC (collectively the “Grantors”), in favor of U.S. BANK NATIONAL ASSOCIATION, as Secured Notes Collateral Agent, for the benefit of the holders of the Secured Obligations.

W I T N E S S E T H :

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of June 21, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated supplemented or otherwise modified from time to time, the “Notes Security Agreement”) among MAI Holdings, Inc., a Delaware corporation, the Grantors from time to time party thereto, and U.S. Bank National Association as Secured Notes Collateral Agent.

Grantor(s) are required to execute and deliver to the Secured Notes Collateral Agent this Trademark Security Agreement for the benefit of the holders of the Secured Obligations.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor(s) hereby agree as follows:

(1) **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Notes Security Agreement.

(2) **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor(s) hereby grant to the Secured Notes Collateral Agent, for the benefit of the holders of the Secured Obligations, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under any Trademarks (collectively, the “Trademark Collateral”), along with all goodwill associated therewith, whether now owned or existing or hereafter acquired or arising and wherever located, including those Trademarks set forth in Schedule I, provided that no security interest therein is granted on any trademark applications filed on an intent-to-use basis in the United States Patent and Trademark Office to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity and enforceability of such intent-to-use trademark applications under applicable law.

(3) **NOTES SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, and not in limitation of the security interests granted to the Secured Notes Collateral Agent, for the benefit of the holders of the Secured Obligations on behalf of itself and the other Secured Parties, pursuant to the Notes Security Agreement. Grantor(s) hereby acknowledge and affirm that the rights and remedies of Secured Notes Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Notes 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 Notes Security Agreement, the provisions of the Notes Security Agreement shall control.

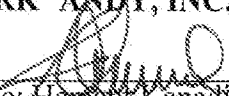
(4) **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, by email and PDF, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

(5) GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor(s) have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


MARK' ANDY, INC.

By: 
Name: Hemant Kapadia
Title: Chief Financial Officer

MAI CAPITAL HOLDINGS, INC.

By: 
Name: Hemant Kapadia
Title: Chief Financial Officer

BRANDTIEN AND KLUGE, LLC

By: 
Name: Hemant Kapadia
Title: Chief Financial Officer

[SIGNATURES CONTINUED ON NEXT PAGE]

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION

By: 
Name: CHRISTOPHER J. GRELL
Title: VICE PRESIDENT

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006359 FRAME: 0784

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK APPLICATIONS, REGISTRATIONS AND LICENSES
(see attached)

Schedule 1 to Trademark Security Agreement

Trademark Name	Trademark Status	App Number	Filing Date	Reg Number	Reg Date	Owner
US TM: QCDC	Registered	86/838393	03-Dec-15	5012273	02-Aug-16	Mark' Andy, Inc.
US TM: QUICK CHANGE DIE CUT	Registered	86/838413	03-Dec-15	5000404	12-Jul-16	Mark' Andy, Inc.
US TM: ROTOFLEX and Design	Registered	74/691702	21-Jun-95	1995118	20-Aug-96	Mark' Andy, Inc.
US TM: A. B. DICK (Cl. 16)	Registered	71/660119	26-Jan-54	608178	05-Jul-55	Mark' Andy, Inc.
US TM: A.B.DICK (Cl. 7)	Registered	71/660391	01-Feb-54	602223	15-Feb-55	Mark' Andy, Inc.
US TM: A-B- DICK (Cl. 16)	Registered	71/660390	01-Feb-54	604247	05-Apr-55	Mark' Andy, Inc.
US TM: ABDICK (Cl. 16)	Registered	71/645123	13-Apr-53	617867	20-Dec-55	Mark' Andy, Inc.
US TM: ABDICK (Cl. 6)	Registered	71/660389	01-Feb-54	617674	20-Dec-55	Mark' Andy, Inc.
US TM: MEGA	Registered	73/482985	30-May-84	1450211	04-Aug-87	Mark' Andy, Inc.
US TM: PLATEMASTER	Registered	75/515173	08-Jul-98	2462138	19-Jun-01	Mark' Andy, Inc.
US TM: DIGITAL ONE Logo	Published	87/170995	14-Sep-16			Mark' Andy, Inc.
US TM: MARK ANDY (Cls. 40, 41, 42)	Registered	78/930746	17-Jul-06	3290960	11-Sep-07	MAI Capital Holdings, Inc.
US TM: MARK ANDY (Cl. 7)	Registered	78/861936	14-Apr-06	3274823	07-Aug-07	MAI Capital Holdings, Inc.
US TM: ARPECO (Cl. 7)	Registered	73/118388	08-Mar-77	1089573	18-Apr-78	Mark' Andy, Inc.
US TM: ARPECO (Cl. 9)	Registered	73/118389	08-Mar-77	1081593	10-Jan-78	Mark' Andy, Inc.
US TM: COMCO	Registered	76/468651	08-Nov-02	2775199	21-Oct-03	MAI Capital Holdings, Inc.
US TM: READY MOUNT SHEETS	Registered	77/968176	25-Mar-10	3876270	16-Nov-10	Mark' Andy, Inc.
KLUGE	Registered	72166062	April 4, 1963	765029	February 18, 1964	Brandtjen and Kluge, LLC
KLUGE	Registered	73467664	February 27, 1984	1325455	March 19, 1985	Brandtjen and Kluge, LLC

