

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM479509

<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>
ROWMARK LLC		06/26/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. BANK NATIONAL ASSOCIATION		
<b>Street Address:</b>	214 NORTH TRYON STREET		
<b>Internal Address:</b>	27TH FLOOR		
<b>City:</b>	CHARLOTTE		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 31</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1473176	THE IDENTIFIERS	
<b>Registration Number:</b>	1888482	ADA ALTERNATIVE	
<b>Registration Number:</b>	2185815	FLEXIBRASS	
<b>Registration Number:</b>	2374738	FLEXICOLOR	
<b>Registration Number:</b>	1725678	IPI	
<b>Registration Number:</b>	2187609	LASERMARK	
<b>Registration Number:</b>	2596130	LASERMAX	
<b>Registration Number:</b>	2903892	NOMARK PLUS	
<b>Registration Number:</b>	2420918	PRINTMARK	
<b>Registration Number:</b>	1315751	ROWMARK	
<b>Registration Number:</b>	2903893	THE .005 ADVANTAGE	
<b>Registration Number:</b>	3764146	CLEARPATH SIGNAGE SYSTEMS	
<b>Registration Number:</b>	3660848	EZ GRAV	
<b>Registration Number:</b>	3947332	LASERGLOW	
<b>Registration Number:</b>	4018851	COLORHUES	
<b>Registration Number:</b>	4291286	DIGIMARK OSI PRINTABLE SHEET FOR THE FUT	
<b>Registration Number:</b>	4534238	ULTRA GRAVE	
<b>Registration Number:</b>	4518679	FIRST TO MARKET. DESIGNED TO LAST.	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	4626420	DIRECTPRINT SERIES
Registration Number:	4573441	FUSIONGRAFIX
Registration Number:	5156537	GOVIVID ROWMARK DIVISION
Registration Number:	2579192	LASERBITS
Registration Number:	4736900	PUNCH 'N PRESS
Registration Number:	5394323	JOHNSON PLASTICS
Registration Number:	4246084	PMC
Registration Number:	3084937	PREMIER MATERIAL CONCEPTS
Registration Number:	4401171	STRATA GEM
Serial Number:	87311896	POINTS PLUS
Serial Number:	87762549	JOHNSON PLASTICS PLUS
Serial Number:	87807414	ONE CONNECT
Serial Number:	87796496	PREMIERCAP

#### CORRESPONDENCE DATA

**Fax Number:** 3105572193

*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:** 3105572900

**Email:** klathrop@proskauer.com

**Correspondent Name:** PROSKAUER ROSE LLP

**Address Line 1:** 2049 CENTURY PARK EAST, SUITE 3200

**Address Line 2:** C/O KIMBERLEY A. LATHROP

**Address Line 4:** LOS ANGELES, CALIFORNIA 90067

<b>ATTORNEY DOCKET NUMBER:</b>	60048.001 Rowmark
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/
<b>DATE SIGNED:</b>	06/26/2018

#### Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of June 26, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”), is made by the entity listed on the signature page hereof as a “Grantor” (the “Grantor”), in favor of U.S. Bank National Association (“US Bank”), as the administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referenced below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of June 26, 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among WCI - EXT Purchaser, Inc., a Delaware corporation (the “Initial Borrower” and, prior to the consummation of the Closing Date Acquisition (as defined in the Credit Agreement), the “Borrower”), EXT Acquisitions, Inc., a Delaware corporation (the “Company”, and, as the surviving entity after giving effect to the Closing Date Acquisition, the “Borrower”), the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto (each of the foregoing as defined in the Credit Agreement) and US Bank, as the Administrative Agent for the Secured Parties, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to that certain Second Lien Guaranty and Security Agreement, dated as of June 26, 2018, in favor of the Administrative Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Guaranteed Obligations (as defined in the Guaranty and Security Agreement); and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those Trademarks referred to on Schedule 1 hereto;

all renewals and extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no Lien or security interest is hereby granted on, and the Trademark Collateral shall not include, any Excluded Property; provided, that if and when any property described in this Section 2 shall cease to be Excluded Property, a Lien on and security interest in such property shall be deemed granted therein.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 5. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement.

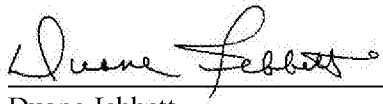
Intercreditor Agreement. Notwithstanding anything herein to the contrary, the parties hereto acknowledge that the security interest and Liens granted to the Administrative Agent herein for the benefit of the Secured Parties and the rights, remedies, duties and obligations provided for herein are subject to the terms of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of this Trademark Security Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

Termination. Upon the termination of the Guaranty and Security Agreement in accordance with Section 8.2 thereof, the Administrative Agent shall, at the expense of the Grantor, promptly execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the Lien on and security interest in the Trademark Collateral under this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the 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.

**ROWMARK LLC**, as Grantor

By:   
Name: Duane Jebbett  
Title: CEO and President

ACCEPTED AND AGREED  
as of the date first above written:

U.S. BANK NATIONAL ASSOCIATION, as the Administrative Agent

By: Crystal Crudup-Burn  
Name: \_\_\_\_\_  
Title: Crystal Crudup-Burn  
VICE PRESIDENT

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

REGISTERED TRADEMARKS - ®	REGISTRATION NO.	REGISTERED DATE	GRANTOR
THE IDENTIFIERS	1,473,176	1/19/1988	Rowmark LLC
ADA ALTERNATIVE	1,888,482	4/11/1995	Rowmark LLC
FLEXIBRASS	2,185,815	9/1/1998	Rowmark LLC
FLEXICOLOR	2,374,738	8/8/2000	Rowmark LLC
IPI (STYLIZED)	1,725,678	10/20/1992	Rowmark LLC
LASERMARK	2,187,609	9/8/1998	Rowmark LLC
LASERMAX	2,596,130	7/16/2002	Rowmark LLC
NOMARK PLUS	2,903,892	11/16/2004	Rowmark LLC
PRINTMARK	2,420,918	1/16/2001	Rowmark LLC
ROWMARK	1,315,751	1/22/1985	Rowmark LLC
THE .005 ADVANTAGE	2,903,893	11/16/2004	Rowmark LLC
CLEARPATH SIGNAGE SYSTEMS	3,764,146	3/23/2010	Rowmark LLC
EZ GRAV	3,660,848	7/28/2009	Rowmark LLC
LASERGLOW	3,947,332	4/19/2011	Rowmark LLC
COLORHUES	4,018,851	8/30/2011	Rowmark LLC
DIGIMARK OSI PRINTABLE SHEET FOR THE FUTURE	4,291,286	2/19/2013	Rowmark LLC
ULTRA GRAVE	4,534,238	5/20/2014	Rowmark LLC
FIRST TO MARKET. DESIGNED TO LAST.	4,518,679	4/22/2014	Rowmark LLC
DIRECTPRINT SERIES	4,626,420	10/21/2014	Rowmark LLC
FUSIONGRAFIX	4,573,441	7/22/2014	Rowmark LLC
GOVIDID ROWMARK DIVISION and Design	5,156,537	3/7/2017	Rowmark LLC
LASERBITS	2,579,192	6/11/2002	Rowmark LLC

PUNCH 'N PRESS	4,736,900	5/12/2015	Rowmark LLC
JOHNSON PLASTICS	5394323	2/6/2018	Rowmark LLC
PMC	4,246,084	11/20/2012	Rowmark LLC
PREMIER MATERIAL CONCEPTS	3,084,937	4/25/2006	Rowmark LLC
STRATA GEM	4,401,171	9/10/2013	Rowmark LLC

## 2. TRADEMARK APPLICATIONS

TRADEMARKS - ®	APPLICATION NO.	APPLICATION DATE	GRANTOR
POINTS PLUS	87311896	1/24/17	Rowmark LLC
JOHNSON PLASTICS PLUS	87762549	1/19/18	Rowmark LLC
ONE CONNECT	87807414	2/22/2018	Rowmark LLC
PREMIERCAP	87796496	2/13/2018	Rowmark LLC