

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477114

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHARTPAK, INC.		06/06/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	100 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2025099	JON GNAGY	
Registration Number:	1102663	JON GNAGY	
Registration Number:	2333723	LIQUIGLAZE	
Registration Number:	2629252	MUSEUM	
Registration Number:	4558126	PEEL-OFF	
Registration Number:	1554315	PERMALBA	
Registration Number:	2178439	PRIMA	
Registration Number:	1893874	PRIMA	
Registration Number:	1554316	RES-N-GEL	
Registration Number:	2025112	SUSAN SCHEEWE	
Registration Number:	1112960	TURPENOID	
Registration Number:	3026917	W	
Registration Number:	2054064	WEBER	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		

OP \$340.00 2025099

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: Joanne BL Arnold

SIGNATURE: /Joanne BL Arnold/

DATE SIGNED: 06/07/2018

Total Attachments: 14

source=AMENDMENT NO. 6 TO SECURITY AGREEMENT (TRADEMARKS) Submission_V_1#page1.tif
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AMENDMENT NO. 6 TO
SECURITY AGREEMENT (TRADEMARKS)

AMENDMENT NO. 6 TO SECURITY AGREEMENT (TRADEMARKS) made as of this 6th day of June, 2018, between CHARTPAK, INC., a Delaware corporation (“Debtor”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, successor by merger to Wachovia Bank, National Association, successor by merger to Congress Financial Corporation (“Secured Party”).

WITNESSETH:

WHEREAS, Debtor and Secured Party entered into the Security Agreement (Trademarks), dated as of January 23, 1996, as amended by Amendment to Security Agreement (Trademarks), dated as of May 28, 1996, Amendment No. 2 to Security Agreement (Trademarks) dated September 2, 1999, Amendment No. 3 to Security Agreement dated as of June 19, 2006, Amendment No. 4 to Security Agreement dated as of September 15, 2006, and Amendment No. 5 to Security Agreement dated as of October 31, 2007 (the “Trademark Security Agreement”), pursuant to which Debtor granted to Secured Party a security interest in and to the Collateral (as defined in the Trademark Security Agreement); and

WHEREAS, Secured Party, Debtor and certain affiliated companies have entered into an Amendment to Loan and Security Agreement (the “Amendment to Loan and Security Agreement”), pursuant to which, among other things, Secured Party consented to the acquisition by Debtor, pursuant to the terms of an Asset Purchase Agreement dated as of March 8, 2018, of certain assets of Martin/F. Weber Co. and Martin Universal Design Incorporated (collectively, “Seller”), including, but not limited to, certain of Seller’s trademarks and trademark licenses (the “Acquired Trademarks”); and

WHEREAS, in order to induce Secured Party to enter into the Amendment to Loan and Security Agreement and to further evidence Secured Party’s security interest in the Acquired Trademarks, as well as certain other trademarks owned by Debtor, Debtor has agreed to enter into this Amendment.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agree as follows:

1. Amendment to Exhibit.

(a) Exhibit 1 attached to the Trademark Security Agreement is hereby amended by inserting the contents of Exhibit A attached hereto at the end thereof.

(b) For purposes of this Amendment, unless otherwise defined herein, all capitalized terms used herein which are defined in the Trademark Security Agreement shall have the meaning given to such terms in the Trademark Security Agreement.

2. Confirmation and Grant of Security Interest. To secure payment and performance of all Obligations, and ratifying, confirming and supplementing the Debtor's prior grants of security interests in and Liens upon the Trademarks and other Collateral described in the Trademark Security Agreement, as collateral security heretofore granted to the Secured Party pursuant to the Trademark Security Agreement, the Debtor hereby grants to Secured Party, a security interest in and Lien upon, and acknowledges and agrees that the Secured Party has and shall continue to have a pledge of and a continuing security interest in and Lien on, any and all right, title and interest of the Debtor, whether now existing or hereafter acquired or arising, in and to all of the Collateral (expressly including, without limitation, all of the Trademarks described on Exhibit A attached to this Amendment).

3. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, as amended, the term or provision of the Loan Agreement shall control.

4. Entire Agreement. This Amendment contains the entire agreement of the parties hereto with respect to the subject matter hereof.

5. Binding Effect. This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

CHARTPAK, INC.

By: Steven W Roth
Name: STEVEN W ROTH
Title: President

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: [Signature]
Name: STEVEN WILFISCH
Title: AUTHORIZED SIGNATORY

[Amendment No. 6 to Trademark Agreement (GPC)]

TRADEMARK
REEL: 006410 FRAME: 0457

EXHIBIT A
TO
AMENDMENT NO. 6 TO SECURITY AGREEMENT (TRADEMARKS)

See Attached

TRADEMARKS

JON GNAGY



LIQUIGLAZE
PERMALBA
PRIMA



RES-N-GEL
SUSAN SCHEEWE
TURPENOID
W

MARTIN F. WEBER

MARTIN F. WEBER TRADING COMPANY

PRISCILLA PUBLICATIONS, INC. A DIVISION OF MARTIN F. WEBER
WEBER

PORTRAIT CLUBS OF AMERICA

PROMIX

WEBER GALLERY

WHITE GOLD

MASONITE

SYNVAR

BLUE LABEL

MATVAR 53

SPHINX

SALAMANDER

RAPIDRY

W OIL

PRO KITZ (BRUCE BLITZ)

MUSEUM EMERALD ART BRUSHES

WINTER HARVEST

BELLA 'RTE UNO

MUSEUM

TRADEMARK

REEL: 006410 FRAME: 0459

PEEL-OFF
MARTIN
DEZIGN LINE
MARTIN SCHEEWE BOARD
SUN CATCHER
PRO DRAFT
MUD, INCLUDING ALL SUB BRANDS FOR MUD
MARTIN GALLERY
AVANTI
AMBIENTE
OXFORD
WARWICK
TOLINO GIGANTE
JUST STOW IT
LEGACY
IBIS
HANJI

ALL LOGOS USED BY SELLERS

TRADEMARK REGISTRATIONS/APPLICATIONS

REFERENCE #	MARK	FILED	APP #	REG. DT.	REG #	STATUS	CLASSES	OWNER
BENELUX								
64707-0030	TURPENOID	10/01/1995	857.110	10/01/2005	583529	REGISTERED	02	Adams Creative Products, Inc.
64707-0046	TURPENOID NATURAL	9/16/1995	855.797	9/18/1995	572791	REGISTERED	3, 5, 21	Adams Creative Products, Inc.
CANADA								
64707-0017	PRIMA	8/10/1995	789874	9/27/1996	463892	REGISTERED		Adams Creative Products, Inc.
64707-0024	TURPENOID	10/6/1995	794457	6/12/1997	TMA477702	REGISTERED	*	Adams Creative Products, Inc.
64707-0076	W WEBER SINCE 1853 & DESIGN	4/5/2016	1775789			PENDING	02, 16	Martin/F. Weber Co.
64707-0020	WEBER	8/10/1995	789873	8/30/1999	TMA515814	REGISTERED	01, 02	Martin/F. Weber Co.
CHINA								
64707-0072	WEBER	10/29/2008	G986713	10/29/2008	986713 (WIPO)	REGISTERED	16	Martin/F. Weber Co.
	MARTIN F. WEBER	1/3/2014		3/14/2015	13852367	REGISTERED	2	Martin/F. Weber Co.
	TURPENOID (stylized)	3/1/2014		4/2/2015	14150677	REGISTERED	2	Martin/F. Weber Co.
	PRIMA-FLO (stylized)	3/11/2014		6/8/2015	14150678	REGISTERED	2	Martin/F. Weber Co.
	SUSAN SCHEEWE (logo)	1/3/2014		4/21/2015	13852369	REGISTERED	2	Martin/F. Weber Co.
	W OIL (stylized)	1/3/2014		4/21/2015	13852368	REGISTERED	2	Martin/F. Weber Co.
EUROPEAN UNION (EUTM & RCD)								
64707-0073	WEBER	10/29/2008	986713	10/29/2008	986713 (WIPO)	REGISTERED	16	Martin/F. Weber Co.
JAPAN								
64707-0019	PRIMA	8/21/1995	7-84851	12/6/2001	4448506	REGISTERED	02	Adams Creative Products, Inc.
64707-0030	SUSAN SCHEEWE & DESIGN (In English and Katakana)	6/11/1997	9-125549	10/6/2000	4422450	REGISTERED	02, 09, 16, 41	Adams Creative Products, Inc.
64707-0049	SUSAN SCHEEWE (In English and Katakana)	6/11/1997	9-125548	11/2/2001	4518840	REGISTERED	09, 16	Adams Creative Products, Inc.
64707-0029	TURPENOID	10/13/1995	7-105168	6/13/1997	4012729	REGISTERED	2	
SOUTH KOREA								
64707-0026	WEBER PRIMA	11/17/1995	43720/1995	9/18/1997	374783	REGISTERED	01, 02	Adams Creative Products, Inc.
TAIWAN								
64707-0074	WEBER	11/4/2008	97050875	3/1/2010	1399211	REGISTERED	02, 16	Martin/F. Weber Co.
UNITED KINGDOM								
64707-0028	TURPENOID	10/9/1995	2040505	10/9/1995	2040505	REGISTERED	02	Adams Creative Products, Inc.
UNITED STATES								
64707-0013	JON GNAGY	7/31/1995	74708,325	12/24/1996	2,025,099	REGISTERED	016	Martin/F. Weber Co.
64707-0007	JON GNAGY & DESIGN	2/10/1977	73115,288	9/19/1978	1,102,663	REGISTERED	016	Martin/F. Weber Co.
64707-0002	LIQUOLAZE	2/12/1998	75433,179	3/21/2000	2,333,723	REGISTERED	002	Martin/F. Weber Co.
65593-0003	MUSEUM	2/21/2001	76213,633	10/12/2002	2,629,252	REGISTERED	016, 021	Martin Universal Design, Inc.
65593-0039	PEEL-OFF	6/9/2011	85342,761	7/1/2014	4,558,126	REGISTERED	016	Martin Universal Design, Inc.
64707-0005	PERMALBA	11/30/1988	73766,440	9/5/1989	1,554,315	REGISTERED	02, 16	Martin/F. Weber Co.
64707-0048	PRIMA	7/10/1997	75323,159	8/4/1998	2,178,439	REGISTERED	16	Martin/F. Weber Co.
64707-0001	PRIMA & DESIGN	12/30/1993	74474,636	5/16/1995	1,893,674	REGISTERED	02	Martin/F. Weber Co.
64707-0003	RES-N-GEL	11/30/1988	73766,543	9/5/1989	1,534,316	REGISTERED	02	Martin/F. Weber Co.
64707-0022	SUSAN SCHEEWE	8/8/1995	74712,504	12/24/1996	2,025,112	REGISTERED	002, 016	Martin/F. Weber Co.
64707-0010	TURPENOID	4/6/1978	73165,247	2/13/1979	1,112,960	REGISTERED	02	Martin/F. Weber Co.
64707-0067	W	4/8/2004	78398,896	12/13/2005	3,026,917	REGISTERED	002, 016	Martin/F. Weber Co.
64707-0023	WEBER	8/14/1995	74715,547	4/22/1997	2,054,064	REGISTERED	02, 16	Martin/F. Weber Co.
WIPO								
64707-0071	WEBER			10/29/2008	986713	REGISTERED	02, 16	Martin/F. Weber Co.

Martin Universal Design, Inc.

Patent Report By Country
Search Criteria

Printed: 2/18/2018

Client ID 85593
Status ACTIVE

REFERENCE #	TYPE	FILED	SERIAL #	ISSUED	PATENT #	STATUS
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UNITED STATES

TABLE

65593-0037	NEW	5/16/2011	29/391,979	5/8/2012	D6558910	ISSUED
TRAY ATTACHMENT FOR A TABLE						
65593-0041	NEW	7/17/2013	29/461,010	9/29/2015	D739665	ISSUED

END OF REPORT

TOTAL ITEMS SELECTED =

2

PATENTS

Title	Country	Patent No.
Table	U.S.	D638,910
Tray attachment for a table	U.S.	D739,665

Expired Patents

Title	Country	Patent No.
Collapsible art easel	U.S.	6,601,805
Paintbrush handle	U.S.	D459,896
Four-legged artist easel	U.S.	7,293,753

DOMAIN NAMES

weberart.com
martinuniwersaldesign.com
weberartblog.com
mijelloart.com

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Martin Universal Design, Inc.
Martin/F. Weber Co.

Trademark Report By Country
Search Criteria

Printed: 2/18/2016

Client ID 64707 (OR) 65593
Status ACTIVE

REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
BENELUX							
64707-0030	TURPENOID	10/10/1995	857.110	10/10/2005	583529	REGISTERED	02
64707-0046	TURPENOID NATURAL	9/18/1995	855.797	9/18/1995	572791	REGISTERED	3, 5, 21
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64707-0020	WEBER	8/10/1995	789873	8/30/1999	TMA515914	REGISTERED	01, 02
CHINA							
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EUROPEAN UNION (EUTM & RCD)							
64707-0073	WEBER	10/29/2008	986713	10/29/2008	986713	REGISTERED	16
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64707-0019	PRIMA	8/21/1995	7-84851	1/26/2001	4448506	REGISTERED	02
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UNITED STATES							
64707-0013	JON GNAGY	7/31/1995	74/708,325	12/24/1996	2,025,099	REGISTERED	016
64707-0007	JON GNAGY & DESIGN	2/10/1977	73/118,288	9/19/1978	1,102,663	REGISTERED	016
64707-0082	LIQUIGLAZE	2/12/1998	75/433,179	3/21/2000	2,333,723	REGISTERED	002
65593-0003	MUSEUM	2/21/2001	76/213,833	10/1/2002	2,829,252	REGISTERED	016, 021
65593-0039	FEEL-OFF	6/9/2011	85/342,781	7/1/2014	4,558,126	REGISTERED	016
64707-0005	PERMALBA	11/30/1988	73/768,440	9/5/1989	1,554,315	REGISTERED	02, 16
64707-0048	PRIMA	7/10/1997	75/322,159	8/4/1998	2,178,439	REGISTERED	16
64707-0001	PRIMA & DESIGN	12/30/1993	74/474,836	5/16/1995	1,893,874	REGISTERED	02

REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
64707-0003	RES-N-GEL	11/30/1988	73/768,543	9/5/1989	1,554,316	REGISTERED	02
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64707-0010	TURPENOID	4/8/1978	73/165,247	2/13/1979	1,112,880	REGISTERED	02
64707-0067	W	4/8/2004	78/398,896	12/13/2005	3,026,917	REGISTERED	002, 016
64707-0023	WEBER	8/14/1995	74/715,547	4/22/1997	2,054,064	REGISTERED	02, 16
WIPO							
64707-0071	WEBER			10/29/2008	986713	REGISTERED	02, 16

END OF REPORT

TOTAL ITEMS SELECTED = 29