

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489338

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advanced Web Technologies, Inc.		08/17/2018	Corporation: DELAWARE
Citation Healthcare Labels, LLC		08/17/2018	Limited Liability Company: DELAWARE
Advanced Web Technologies Illinois, Inc.		08/17/2018	Limited Liability Company: DELAWARE
Advanced Web Technologies Holding Company		08/17/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Johnson Bank		
Street Address:	333 East Wisconsin Avenue		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2447101	PERMA-PEEL	
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>			
Email:	tmadmin@reinhardt.com		
Correspondent Name:	Daniel E. Kattman		
Address Line 1:	1000 N. Water Street		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Daniel E. Kattman		
SIGNATURE:	/dek/		
DATE SIGNED:	09/10/2018		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of August 17, 2018, is among ADVANCED WEB TECHNOLOGIES, INC., a Delaware corporation (the "Company" and successor by merger to Advanced Web Technologies, LLC, a Minnesota limited liability company), CITATION HEALTHCARE LABELS, LLC, a Delaware limited liability company ("Citation"), ADVANCED WEB TECHNOLOGIES ILLINOIS, INC., a Delaware limited liability company ("AWT IL" and together with the Company and Citation, the "Borrowers"), ADVANCED WEB TECHNOLOGIES HOLDING COMPANY, a Delaware corporation ("Holdings" and together with the Borrowers, each a "Debtor" and collectively, the "Debtors") and JOHNSON BANK, as administrative agent for the Benefited Parties (as defined in the Security Agreement) (in such capacity, the "Secured Party"). Citation shall be deemed to have executed and delivered this Agreement immediately upon the consummation of the Citation Acquisition (as defined in the Credit Agreement referenced below), at which time such entity shall be deemed to be a Debtor hereunder.

RECITALS

A. Pursuant to an Amended and Restated Credit Agreement, dated as of the date hereof (such agreement, as may be amended, revised, supplemented or restated from time to time, the "Credit Agreement"), among the Debtors, various lenders from time to time party thereto (the "Lenders") and JOHNSON BANK, as administrative agent for the Lenders, the Lenders have agreed to make available to the Borrowers certain credit facilities and other financial accommodations pursuant to the terms and subject to the conditions set forth in the Credit Agreement.

B. Reference is made to that certain Amended and Restated Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Debtors and the Secured Party, which secures the Obligations (as defined in the Security Agreement) as provided in the Security Agreement.

C. Pursuant to the terms of the Security Agreement, the Debtors have granted to the Secured Party, for the benefit of the Benefited Parties, a security interest in substantially all the assets of the Debtors (excluding Excluded Property as defined in the Security Agreement), including all right, title and interest of the Debtors in, to and under all now owned and hereafter acquired Trademarks, and all products and proceeds thereof, to secure the payment of the Obligations.

D. The Benefited Parties require, as a condition to entering into the Credit Agreement, that the Debtors execute and deliver this Agreement. Immediately upon the consummation of the Citation Acquisition, Holdings and the Company shall cause Citation to execute and deliver this Agreement, become a Debtor under this Agreement, and grant a security interest in its Trademark Collateral (as defined below).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Debtors hereby grant to the Secured Party, for the benefit of the Benefited Parties, to secure the Obligations, a continuing security interest in all of the Debtors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. The Trademarks registered with a United States Governmental Authority or for which applications for such registration have been filed which are referred to in Schedule 1 annexed hereto; and

2. all products and proceeds of the foregoing (collectively referred to as the "Trademark Collateral").


This security interest is granted in conjunction with the security interests granted to the Secured Party, for itself and on behalf of the other Benefited Parties, pursuant to the Security Agreement. The Debtors hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement and all disputes arising hereunder shall be governed by, the laws of the State of Wisconsin, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Wisconsin. The parties hereto (a) agree that any legal action or proceeding with respect to this Agreement, shall be brought only in courts of the state of Wisconsin located in Milwaukee County or the Federal Court for the Eastern District of Wisconsin and the debtors consent to the jurisdiction of such courts, (b) irrevocably waive any objections which either may now or hereafter have to the venue of any suit, action or proceeding arising out of or relating to this Agreement, or any other agreement, document, or other instrument executed in connection herewith, brought in the aforementioned courts and (c) further irrevocably waive any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Debtors and the Secured Party, on behalf of the Benefited Parties, have executed this Agreement as of the day and year first above written.

JOHNSON BANK, as Secured Party for the Benefited Parties

By: 
Name: Robert A. Nielsen
Title: Senior Vice President

ADVANCED WEB TECHNOLOGIES, INC.
(successor by merger to Advanced Web Technologies, LLC, a Minnesota limited liability company)

By: _____
Name: Michelle Zeller
Title: Chief Financial Officer,
Chief Operating Officer and Treasurer

ADVANCED WEB TECHNOLOGIES ILLINOIS, INC.

By: _____
Name: Michelle Zeller
Title: Chief Financial Officer,
Chief Operating Officer and Treasurer

ADVANCED WEB TECHNOLOGIES HOLDING COMPANY

By: _____
Name: Michelle Zeller
Title: Chief Financial Officer,
Chief Operating Officer and Treasurer

IN WITNESS WHEREOF, the Debtors and the Secured Party, on behalf of the Benefited Parties, have executed this Agreement as of the day and year first above written.

JOHNSON BANK, as Secured Party for the Benefited Parties

By: _____
Name: Robert A. Nielsen
Title: Senior Vice President

ADVANCED WEB TECHNOLOGIES, INC.
(successor by merger to Advanced Web Technologies, LLC, a Minnesota limited liability company)

By: Michelle Zeller
Name: Michelle Zeller
Title: Chief Financial Officer,
Chief Operating Officer and Treasurer

ADVANCED WEB TECHNOLOGIES ILLINOIS, INC.

By: Michelle Zeller
Name: Michelle Zeller
Title: Chief Financial Officer,
Chief Operating Officer and Treasurer

ADVANCED WEB TECHNOLOGIES HOLDING COMPANY

By: Michelle Zeller
Name: Michelle Zeller
Title: Chief Financial Officer,
Chief Operating Officer and Treasurer

IN WITNESS WHEREOF, the undersigned, shall be deemed to have executed and delivered this Agreement upon consummation of the Citation Acquisition (as defined in the Credit Agreement), at which time, the undersigned shall be bound as a Debtor hereunder, with the same force and effect as if originally named as a Debtor herein. The undersigned hereby pledges and collaterally assigns all of its Trademark Collateral to Secured Party for the benefit of the Benefited Parties, and grants to Secured Party for the benefit of the Benefited Parties, a Security Interest in all of its Trademark Collateral.

CITATION HEALTHCARE LABELS, LLC

By: Michelle Zeller
Name: Michelle Zeller
Title: Chief Financial Officer and Treasurer

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT
Trademark Collateral

Trademark Registrations and Applications

Mark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Owner	Goods
PERMA-PEEL	United States	Renewed	75820019	October 28, 1999	2447101	April 24, 2001	Citation Business Forms, Inc.	INT. CL. 16 Pressure sensitive labels for use in pharmaceutical packaging of clinical and ethical drugs