

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494341

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PAPERWORKS INDUSTRIES, INC.		10/10/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF MONTREAL, as Administrative Agent		
Street Address:	115 S. LaSalle Street, 20W		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered bank under the Bank Act (Canada): CANADA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3903469		
Registration Number:	3791204	MASTERWORKS	
Registration Number:	3791205	MASTERWORKS	
Registration Number:	3791206	MASTERWORKS	
Registration Number:	3848550	MASTERWORKS BEV	
Registration Number:	3842490	MASTERWORKS BLISTER	
Registration Number:	3848547	MASTERWORKS FREEZE	
Registration Number:	3848549	MASTERWORKS LITE	
Registration Number:	3848548	MASTERWORKS NEWS	
Registration Number:	3791207	MASTERWORKS PLUS	
Registration Number:	3848546	MASTERWORKS URB +	
Registration Number:	3921857	PAPERWORKS	
Registration Number:	3969118	PAPERWORKS	
Registration Number:	3921858	PAPERWORKS	
Registration Number:	3983925	PAPERWORKS	
Registration Number:	4605698	MASTERWORKS SHIELD	
CORRESPONDENCE DATA			
Fax Number:	2149813400		

CH \$415.00 3903469

TRADEMARK

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: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 2021 McKinney Ave., Suite 2000
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	11569-30210
--------------------------------	-------------

NAME OF SUBMITTER:	Dusan Clark
---------------------------	-------------

SIGNATURE:	/Dusan Clark/
-------------------	---------------

DATE SIGNED:	10/17/2018
---------------------	------------

Total Attachments: 6

source=09. PaperWorks - Executed Trademark Security Agreement (PaperWorks Indus#page1.tif
source=09. PaperWorks - Executed Trademark Security Agreement (PaperWorks Indus#page2.tif
source=09. PaperWorks - Executed Trademark Security Agreement (PaperWorks Indus#page3.tif
source=09. PaperWorks - Executed Trademark Security Agreement (PaperWorks Indus#page4.tif
source=09. PaperWorks - Executed Trademark Security Agreement (PaperWorks Indus#page5.tif
source=09. PaperWorks - Executed Trademark Security Agreement (PaperWorks Indus#page6.tif

Notice of Security Interests in Trademarks

NOTICE OF SECURITY INTERESTS IN TRADEMARKS dated as of October 10, 2018 (this "Trademark Security Agreement"), made by PAPERWORKS INDUSTRIES, INC., a Delaware corporation (the "Grantor"), in favor of BANK OF MONTREAL, as Administrative Agent (in such capacities, together with its successors and permitted assigns in such capacities, the "Administrative Agent").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, dated as of October 10, 2018, by and between the Grantor, Administrative Agent and other parties thereto (as amended, restated, supplemented and otherwise modified from time to time, the "Collateral Agreement"), the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office (the "USPTO") or the Canadian Intellectual Property Office ("CIPO").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. ***Terms.*** Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement.

SECTION 2. ***Grant of Security Interest.*** As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor pursuant to the Collateral Agreement hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the "Trademark Collateral"):

(a) all trademarks, service marks, corporate names, company names, business names, trade dress, logos and taglines, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, for which an amendment to allege use or a statement of use has not been filed under Sections 1(c) and 1(d) of Lanham Act, respectively, or, if filed, has not been deemed in conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office) or CIPO, as applicable, and all renewals thereof, including those listed on Schedule I hereto; and

(b) all goodwill associated therewith or symbolized thereby.

SECTION 3. *Security for Obligations.* The grant of a security interest in the Trademark Collateral by the Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Obligations.

SECTION 4. *Recordation.* The Grantor hereby requests and authorizes the USPTO or CIPO, as applicable, to record this Trademark Security Agreement against the Trademark Collateral.

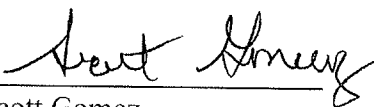
SECTION 5. *Counterparts.* This Trademark Security Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission (including .pdf file) shall be as effective as delivery of a manually signed original.

SECTION 6. *Governing Law.* THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this
Trademark Security Agreement as of the day and year first above written.

PAPERWORKS INDUSTRIES, INC.,
as Grantor

By: 
Name: Scott Gomez
Title: Chief Financial Officer

[Signature page to Notice of Security Interests in Trademarks]

TRADEMARK
REEL: 006459 FRAME: 0195

BANK OF MONTREAL, as Administrative Agent

By:





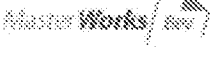
Name: Craig Distelshwaite

Title: Managing Director

[Signature page to Notice of Security Interests in Trademarks]

Trademarks Owned by the Grantor

Trademark Registrations

Owner	Trademark	Application Number; Application Date	Registration Number; Registration Date
PaperWorks Industries, Inc.	Design 	85/027645; 4/30/2010	3903469; 1/11/2011
PaperWorks Industries, Inc.	MASTERWORKS	77/692498; 3/17/2009	3791204; 5/18/2010
PaperWorks Industries, Inc.	MASTERWORKS (Stylized) <i>Master Works</i>	77/692504; 3/17/2009	3791205; 5/18/2010
PaperWorks Industries, Inc.	MASTERWORKS (Stylized) <i>Master Works</i>	77/692507; 3/17/2009	3791206; 5/18/2010
PaperWorks Industries, Inc.	MASTERWORKS BEV and Design 	77/692596; 3/17/2009	3848550; 9/14/2010
PaperWorks Industries, Inc.	MASTERWORKS BLISTER and Design 	77/692593; 3/17/2009	3842490; 8/31/2010
PaperWorks Industries, Inc.	MASTERWORKS FREEZE and Design 	77/692517; 3/17/2009	3848547; 9/14/2010
PaperWorks Industries, Inc.	MASTERWORKS LITE and Design 	77/692585; 3/17/2009	3848549; 9/14/2010

PaperWorks Industries, Inc.	MASTERWORKS NEWS and Design 	77/692519; 3/17/2009	3848548; 9/14/2010
PaperWorks Industries, Inc.	MASTERWORKS PLUS and Design 	77/692509; 3/17/2009	3791207; 5/18/2010
PaperWorks Industries, Inc.	MASTERWORKS URB+ and Design 	77/692513; 3/17/2009	3848546; 9/14/2010
PaperWorks Industries, Inc.	PAPERWORKS	77/914073; 1/18/2010	3921857; 2/22/2011
PaperWorks Industries, Inc.	PAPERWORKS (Stylized) 	85/027648; 4/30/2010	3969118; 5/31/2011
PaperWorks Industries, Inc.	PAPERWORKS (Stylized) 	77/914076; 1/18/2010	3921858; 2/22/2011
PaperWorks Industries, Inc.	PAPERWORKS and Design 	85/027641; 4/30/2010	3983925; 6/28/2011
PaperWorks Industries, Inc.		85078151; 07/06/2010	4605698; 09/16/2014