

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501425

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INTERNATIONAL IMAGING MATERIALS, INC.		12/10/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	SUMITOMO MITSUI BANKING CORPORATION
Street Address:	277 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10172
Entity Type:	Banking Corporation: JAPAN

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3002786	CLEAN START
Registration Number:	3166339	CLEAN START
Registration Number:	2061803	DURACOAT
Registration Number:	2183944	IIMAK
Registration Number:	2850263	
Registration Number:	4491374	IINFINITY
Registration Number:	3816461	METALLOGRAPH
Registration Number:	4031978	METALLOGRAPH
Registration Number:	4988297	SURE SCAN

CORRESPONDENCE DATA

Fax Number:

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: 2122942684

Email: trademarkny@winston.com

Correspondent Name: Lauryn May

Address Line 1: 200 Park Avenue

Address Line 2: Winston & Strawn LLP

CH \$240.00 3002786

Address Line 4:	New York, NEW YORK 10166
ATTORNEY DOCKET NUMBER:	201052.22
NAME OF SUBMITTER:	Lauryn May
SIGNATURE:	/Lauryn May by trademarkny/
DATE SIGNED:	12/10/2018
Total Attachments: 6 source=ACON (IIMAK) _ Sumitomo _ IP Security Agreement#page1.tif source=ACON (IIMAK) _ Sumitomo _ IP Security Agreement#page2.tif source=ACON (IIMAK) _ Sumitomo _ IP Security Agreement#page3.tif source=ACON (IIMAK) _ Sumitomo _ IP Security Agreement#page4.tif source=ACON (IIMAK) _ Sumitomo _ IP Security Agreement#page5.tif source=ACON (IIMAK) _ Sumitomo _ IP Security Agreement#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of December 10, 2018, between the signatory hereto (the “Grantor”) in favor of SUMITOMO MITSUI BANKING CORPORATION, as collateral agent for the Secured Parties (in such capacity, the “Administrative Agent”).

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of December 10, 2018 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Administrative Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Administrative Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset:

(a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

(b) (i) All letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or

any successor office), including those listed on Schedule 2 hereto, and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

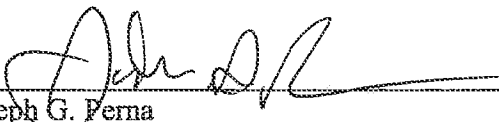
SECTION 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

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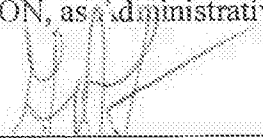
IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

INTERNATIONAL IMAGING MATERIALS,
INC., as Grantor

By: 
Name: Joseph G. Ferna
Title: Senior VP, CFO, Secretary and Treasurer

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

SUMITOMO MITSUI BANKING
CORPORATION, as Administrative Agent

By:  _____

Name: Glenn Autorino

Title: Managing Director

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 006497 FRAME: 0880

SCHEDULE 1**Trademark Collateral**

Mark	Serial /App. No.	Reg. No.	Reg. Date
CLEAN START	78/348,620	3,002,786	9/27/2005
CLEAN START and Design	78/548,969	3,166,339	10/31/2006
DURACOAT	74/558,142	2,061,803	5/13/1997
IIMAK	75/326,397	2,183,944	8/25/1998
IIMAK Design	76/465,801	2,850,263	6/8/2004
IINFINITY	85/031,475	4491374	3/4/2014
METALLOGRAPH	77/737,801	3,816,461	7/13/2010
METALLOGRAPH	77/618,257	4,031,978	9/27/2011
SURE SCAN	86810172	4988297	6/28/16

SCHEDULE 2**Patent Collateral**

Title	Patent No.	App. No.	File Date	Issue Date
Printer Cassette	D504,907	29/192,704	10/28/2003	5/10/2005
Printer Cassette	D505,445	29/192,549	10/23/2003	5/24/2005
Geared Drive Hub	D511,186	29/151,171	10/31/2001	11/1/2005
Printer Cassette	D527,761	29/223,719	02/17/2005	9/5/2006
Thermal Printing and Cleaning Assembly	6,908,240	10/737,353	12/16/2003	6/21/2005
Thermal Printing and Cleaning Assembly	7,182,532	10/982,256	11/05/2004	2/27/2007
Thermal Printing and Cleaning Assembly	EP1704055	EUR 04814415.8	12/16/2004	11/2/2011
Thermal Printing and Cleaning Assembly	AU 2004299102	AUS 2004299102	12/16/2004	2/4/2010
Thermographic Imaging Element	8536087	13/080,048	04/05/2011	9/17/13
Textile Inkjet Printing Ink	(provisional)	62/690,652	6/27/18	
Outdoor Durable Inkjet Ink – New	(provisional)	62/768,883	11/17/18	