

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531388

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LABEL UNIVERSE, INC.		07/01/2019	Corporation: WISCONSIN
MCC-DEC TECH, LLC		07/01/2019	Limited Liability Company: OHIO
MULTI-COLOR CORPORATION		07/01/2019	Corporation: OHIO
MCC-NORWOOD, LLC		07/01/2019	Limited Liability Company: OHIO
SPEAR USA INC.		07/01/2019	Corporation: OHIO
W/S PACKAGING GROUP, INC.		07/01/2019	Corporation: WISCONSIN
WISCONSIN LABEL CORPORATION		07/01/2019	Corporation: WISCONSIN

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION
Street Address:	46 Goose Lane, Suite 105
City:	Guilford
State/Country:	CONNECTICUT
Postal Code:	06437
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	2887240	LABEL UNIVERSE
Registration Number:	2887239	
Registration Number:	2020306	CLEAR ADVANTAGE
Registration Number:	2262985	THERIMAGE
Registration Number:	1492914	DI-NA-CAL
Registration Number:	3578166	FLAMELESS
Registration Number:	4142906	PEEL & REVEAL
Registration Number:	5576313	RECYCLABEL
Registration Number:	2712564	CLEAR & SIMPLE
Registration Number:	2641787	SPEAR

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4532319	
Registration Number:	5276816	SKINNERS
Registration Number:	5161688	PULL-2-WIN
Registration Number:	5147042	DUAL PHASE
Registration Number:	5138435	GIVING BRANDS LIFE
Registration Number:	5125450	DESIGNMAX
Registration Number:	4952042	WHITE PHANTOM
Registration Number:	4916499	SLOT-TICKETS
Registration Number:	3996091	FLEXWRAP
Registration Number:	3736004	W/S
Registration Number:	2755291	W/S
Registration Number:	2702135	WS PACKAGING GROUP, INC.
Registration Number:	2833400	LABELS FOR LESS
Registration Number:	2747981	EASY TAB
Registration Number:	2455176	PROMOPRISM
Registration Number:	2434205	MULTIVISION
Registration Number:	1138370	LABEL ART

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.

Email: nicolef@agilelegal.com

Correspondent Name: Elaine Carrera, Senior Paralegal

Address Line 1: 80 Pine St

Address Line 2: Cahill, Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Nicole M. Fulton
SIGNATURE:	/nicole m fulton/
DATE SIGNED:	07/11/2019

Total Attachments: 8

- source=16. Monarch - Notes Trademark Security Agreement#page1.tif
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- source=16. Monarch - Notes Trademark Security Agreement#page3.tif
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Label Universe, Inc.

- Individual(s)
- Partnership
- Corporation- State: WI
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 1, 2019

- Assignment
- Security Agreement
- Other: Notes Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wilmington Trust, National Association

Street Address: 246 Goose Lane, Suite 105

City: Guilford

State: CT

Country: USA Zip: 06437

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

27

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

July 1, 2019
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

MCC-Dec Tech, LLC, an Ohio Limited Liability Company
Citizenship – USA – OH

Multi-Color Corporation, an Ohio Corporation
Citizenship – USA – OH

MCC-Norwood, LLC an Ohio Limited Liability Company
Citizenship – USA – OH

Spear USA Inc., an Ohio Corporation
Citizenship – USA – OH

W/S Packaging Group, Inc., a Wisconsin Corporation
Citizenship – USA – WI

Wisconsin Label Corporation, a Wisconsin Corporation
Citizenship – USA – WI

NOTES TRADEMARK SECURITY AGREEMENT

NOTES TRADEMARK SECURITY AGREEMENT, dated as of July 1, 2019, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as Notes Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Notes Security Agreement, dated as of July 1, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Notes Collateral Agent pursuant to which the Grantors are required to execute and deliver this Notes Trademark Security Agreement (this “Trademark Security Agreement”); and

WHEREAS, LABL, Inc., a Delaware corporation (the “Issuer”), the other Grantors, the Notes Collateral Agent and Wilmington Trust, National Association, as trustee, are party to that certain indenture, dated as of July 1, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), pursuant to which the Issuer has issued \$700,000,000 aggregate principal amount of its 6.75% Senior Secured Notes due 2026;

NOW, THEREFORE, in consideration of the premises, the Grantors hereby agree with the Notes Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Notes Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

(a) Marks of such Grantor listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office (“PTO”) on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);

(b) all goodwill associated with such Marks (other than Excluded Collateral); and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Marks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Notes Collateral Agent, at the sole cost and expense of the Grantors, shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. Intercreditor Agreements. This Trademark Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreements in all respects and, in the event of any conflict between the terms of any Intercreditor Agreement and this Trademark Security Agreement, the terms of such Intercreditor Agreement shall govern.

SECTION 8. Concerning the Notes Collateral Agent. Wilmington Trust, National Association is entering into this Trademark Security Agreement solely in its capacity as Notes Collateral Agent under the Indenture and shall be entitled to all of the rights, privileges and immunities granted to the Notes Collateral Agent under the Indenture as if such rights, privileges and immunities were set forth herein.


[Signature Pages Follow]

IN WITNESS WHEREOF, each 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.

Very truly yours,

LABEL UNIVERSE, INC.
MCC-DEC TECH, LLC
MULTI-COLOR CORPORATION
MCC-NORWOOD, LLC
SPEAR USA INC.
W/S PACKAGING GROUP, INC.
WISCONSIN LABEL CORPORATION

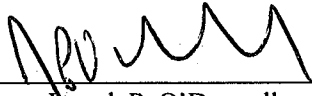
By:


Name: Mary Ann Sigler
Title: Treasurer

[Monarch - Trademark Security Agreement (Secured Notes)]

Accepted and Agreed to:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Notes Collateral Agent


By: 
Name: Joseph P. O'Donnell
Title: Vice President

[Monarch – Trademark Security Agreement (Secured Notes)]

TRADEMARK
REEL: 006692 FRAME: 0488

SCHEDULE I
to
NOTES TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

	Record Owner	Trademark	Registration Number	Registration Date
1.	Label Universe, Inc.	LABEL UNIVERSE	2887240	09/21/2004
2.	Label Universe, Inc.	DESIGN ONLY	2887239	09/21/2004
3.	MCC-Dec Tech, LLC	<u>CLEAR ADVANTAGE</u>	2020306	12/3/1996
4.	MCC-Dec Tech, LLC	<u>THERIMAGE</u>	2262985	7/20/1999
5.	MCC-Norwood, LLC	DI-NA-CAL	1492914	6/21/1988
6.	Multi-Color Corporation	<u>FLAMELESS</u>	3578166	2/17/2009
7.	Multi-Color Corporation	<u>PEEL & REVEAL</u>	4142906	5/15/2012
8.	Multi-Color Corporation	<u>RECYCLABEL</u>	5576313	10/2/2018
9.	Spear USA Inc.	<u>CLEAR & SIMPLE</u>	2712564	10/2/2018
10.	Spear USA Inc.	<u>SPEAR</u>	2641787	5/6/2003
11.	Spear USA Inc.	<u>Design Only</u> 	4532319	10/29/2002
12.	W/S Packaging Group, Inc.	SKINNERS	5276816	08/29/2017
13.	W/S Packaging Group, Inc.	PULL-2WIN	5161688	03/14/2017
14.	W/S Packaging Group, Inc.	DUAL PHASE	5147042	02/21/2017
15.	W/S Packaging Group, Inc.	GIVING BRANDS LIFE	5138435	02/07/2017
16.	W/S Packaging Group, Inc.	DESIGNMAX	5125450	01/17/2017
17.	W/S Packaging Group, Inc.	WHITE PHANTOM	4952042	05/03/2016
18.	W/S Packaging Group, Inc.	SLOT-TICKETS	4916499	03/15/2016
19.	W/S Packaging Group, Inc.	FLEXWRAP	3996091	07/19/2011
20.	W/S Packaging Group, Inc.	W/S	3736004	01/12/2010
21.	W/S Packaging Group, Inc.	W/S	2755291	08/26/2003
22.	W/S Packaging Group, Inc.	WS PACKAGING GROUP, INC.	2702135	04/01/2003

	Record Owner	Trademark	Registration Number	Registration Date
23.	Wisconsin Label Corporation	LABELS FOR LESS	2833400	04/13/2004
24.	Wisconsin Label Corporation	EASY TAB	2747981	08/05/2003
25.	Wisconsin Label Corporation	PROMOPRISM	2455176	05/29/2001
26.	Wisconsin Label Corporation	MULTIVISION	2434205	03/06/2001
27.	Wisconsin Label Corporation	LABEL ART	1138370	08/05/1980

Trademark Applications:

None.