

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534794

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment No. 7 to Security Agreement (Trademarks)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHARTPAK, INC.		07/31/2019	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: 61			
Property Type	Number	Word Mark	
Registration Number:	0405204	"KOH-I-NOOR"	
Registration Number:	2662176	1000H	
Registration Number:	2662175	1020	
Registration Number:	4175747	ACADEMY	
Registration Number:	4385119	BLACK DIAMOND	
Registration Number:	0823870	BLACK MAGIC	
Serial Number:	88351845	BORDEN & RILEY	
Registration Number:	5026273	CHARTPAK	
Registration Number:	1369873	CHEMLAB	
Registration Number:	3941093	COLOR FACTORY	
Registration Number:	1923615	COLOR SCENES	
Serial Number:	88112273	COVER-ALL	
Registration Number:	0782562	CRAFT HOUSE	
Registration Number:	4257780	CREATIVE STREAM	
Registration Number:	2341318	DENRIL	
Registration Number:	3147777	DRYBOND	
Registration Number:	0894621	DUETTE	
Registration Number:	3977049	FRANCES MEYER	
Registration Number:	3450090	GAINSBOROUGH	

OP \$1540.00 0405204

Property Type	Number	Word Mark
Registration Number:	0243871	GAINSBOROUGH
Registration Number:	3151716	HARDTMUTH
Registration Number:	0504631	HARDTMUTH
Registration Number:	0798706	HIGGINS
Registration Number:	0818423	HIGGINS
Registration Number:	0961886	HIGGINS
Registration Number:	0093442	KOH-I-NOOR
Registration Number:	0405163	KOH-I-NOOR
Registration Number:	1202002	KOH-I-NOOR RAPIDOGRAPH
Registration Number:	4135813	L. & C. HARDTMUTH
Registration Number:	4253635	MAGIC FX
Serial Number:	88235588	MARTIN UNIVERSAL DESIGN
Registration Number:	4250054	MONDELUZ
Serial Number:	88236795	MUD
Registration Number:	1168024	PLAN HOLD
Registration Number:	4250048	POLYCOLOR
Registration Number:	4348941	RAPIDO SKETCH
Registration Number:	0613177	RAPIDOGRAPH
Registration Number:	0692271	RAPIDOGRAPH
Registration Number:	1220863	RAPIDOMATIC
Registration Number:	3450105	RENOIR
Serial Number:	88142561	SIMPLY-COVER
Registration Number:	4257781	SIX DEGREES OF INSPIRATION
Registration Number:	4983675	SPECTRA AD
Registration Number:	3082424	SNAP FIT
Registration Number:	5585834	STAY INSPIRED
Registration Number:	3216878	SUN-GLO
Registration Number:	3904561	SYMPHONIC
Registration Number:	0724228	TECHNIGRAPH
Registration Number:	4029697	THALO
Registration Number:	4175194	THALO
Registration Number:	4790094	THALO
Registration Number:	4912155	THALO
Registration Number:	5413941	THALOARTS
Registration Number:	5413942	THALOCASTS
Registration Number:	4263905	THALO CONNECT
Registration Number:	4250040	TRIOCOLOR
Registration Number:	4250051	TRIOGRAPH

Property Type	Number	Word Mark
Registration Number:	4344370	TRI-TONE
Registration Number:	1914177	TRUE EXPRESSIONS
Registration Number:	1367807	TWO POTATO
Registration Number:	1459212	ULTRADRAW

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 614-280-3566

Email: james.murray@wolterskluwer.com

Correspondent Name: James Murray

Address Line 1: 4400 Easton Commons Way, Suite 125

Address Line 2: CT Corporation

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Syed Humza Moinuddin
SIGNATURE:	/Syed Humza Moinuddin/
DATE SIGNED:	08/01/2019

Total Attachments: 10

source=Amendment No. 7 to Security Agreement - Trademarks#page1.tif
source=Amendment No. 7 to Security Agreement - Trademarks#page2.tif
source=Amendment No. 7 to Security Agreement - Trademarks#page3.tif
source=Amendment No. 7 to Security Agreement - Trademarks#page4.tif
source=Amendment No. 7 to Security Agreement - Trademarks#page5.tif
source=Amendment No. 7 to Security Agreement - Trademarks#page6.tif
source=Amendment No. 7 to Security Agreement - Trademarks#page7.tif
source=Amendment No. 7 to Security Agreement - Trademarks#page8.tif
source=Amendment No. 7 to Security Agreement - Trademarks#page9.tif
source=Amendment No. 7 to Security Agreement - Trademarks#page10.tif

AMENDMENT NO. 7 TO
SECURITY AGREEMENT (TRADEMARKS)

AMENDMENT NO. 7 TO SECURITY AGREEMENT (TRADEMARKS) made as of this 31st day of July, 2019, 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, Amendment No. 5 to Security Agreement dated as of October 31, 2007, and Amendment No. 6 to Security Agreement (Trademarks) dated as of June 6, 2018 (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, in order to evidence Secured Party’s security interest in certain 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: [Signature]
Name: STEVEN W. KOTH
Title: PRESIDENT

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: [Signature]
Name: Melissa Powell
Title: Vice President

[Amendment No. 7 to Trademark Agreement (GPC)]

EXHIBIT A
TO
AMENDMENT NO. 7 TO SECURITY AGREEMENT (TRADEMARKS)

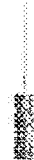
Trademark Registrations and Applications in the United States

Trademark	App No	Filing Date	Reg No	Reg Date	Status
"KOH-I-NOOR"	71463038	27-Aug-1943	405204	11-Jan-1944	Registered
1000H	76281031	03-Jul-2001	2662176	17-Dec-2002	Registered
1020	76281030	03-Jul-2001	2662175	17-Dec-2002	Registered
ACADEMY	85525621	26-Jan-2012	4175747	17-Jul-2012	Registered
BLACK DIAMOND	85606686	24-Apr-2012	4385119	13-Aug-2013	Registered
BLACK MAGIC	72228246	21-Sep-1965	0823870	14-Feb-1967	Registered
BORDEN & RILEY	88351845	22-Mar-2019			Pending
CHARTPAK	86869806	08-Jan-2016	5026273	23-Aug-2016	Registered
CHEMLAB	73501060	25-Sep-1984	1369873	12-Nov-1985	Registered
COLOR FACTORY	77494171	09-Jun-2008	3941093	05-Apr-2011	Registered
COLOR SCENES	74570431	04-Sep-1994	1923615	03-Oct-1995	Registered

5701593.3

Trademark	App No	Filing Date	Reg No	Reg Date	Status
COVER-ALL	88112273	11-Sep-2018			Published
CRAFT HOUSE	72161884	01-Feb-1963	0782562	29-Dec-1964	Registered
CREATIVE STREAM	85662669	27-Jun-2012	4257780	11-Dec-2012	Registered
DENRIL	75733689	22-Jun-1999	2341318	11-Apr-2000	Registered
DRYBOND	78591245	21-Mar-2005	3147777	26-Sep-2006	Registered
DUETTE	72336440	27-Aug-1969	894621	14-Jul-1970	Registered
FRANCES MEYER	85131457	16-Sep-2010	3977049	14-Jun-2011	Registered
GAINSBOROUGH	77025588	20-Oct-2006	3450090	17-Jun-2008	Registered
GAINSBOROUGH Stylized	71254911	19-Sep-1927	243871	03-Jul-1928	Registered
Gainsborough					
HARDTMUTH	78419702	17-May-2004	3151716	03-Oct-2006	Registered
HARDTMUTH Stylized	71534113	11-Sep-1947	504631	07-Dec-1948	Registered
<i>HARDTMUTH</i>					

5701593.3

Trademark	App No	Filing Date	Reg No	Reg Date	Status
HIGGINS	72207391	03-Dec-1964	798706	16-Nov-1965	Registered
HIGGINS	72234200	08-Dec-1965	818423	08-Nov-1966	Registered
HIGGINS	72404376	06-Oct-1971	961886	26-Jun-1973	Registered
KOH-I-NOOR	71069834	16-Apr-1913	93442	16-Sep-1913	Registered
KOH-I-NOOR and Ribbon with Shield Design	71462504	04-Aug-1943	405163	11-Jan-1944	Registered
					
KOH-I-NOOR RAPIDOGRAPH & Design	73315198	17-Jun-1981	1202002	20-Jul-1982	Registered
					
L. & C. HARDTMUTH	77664207	05-Feb-2009	4135813	01-May-2012	Registered
MAGIC FX	85599827	17-Apr-2012	4253635	04-Dec-2012	Registered

5701593.3

Trademark	App No	Filing Date	Reg No	Reg Date	Status
MARTIN UNIVERSAL DESIGN	88235588	19-Dec-2018			Pending
MONDELUZ	85599917	17-Apr-2012	4250054	27-Nov-2012	Registered
MUD	88236795	20-Dec-2018			Pending
PLAN HOLD	73229078	27-Aug-1979	1168024	8-Sep-1981	Registered
POLYCOLOR	85599877	17-Apr-2012	4250048	27-Nov-2012	Registered
RAPIDO SKETCH	85599910	17-Apr-2012	4348941	11-Jun-2013	Registered
RAPIDOGRAPH	71641255	28-Nov-1952	613177	27-Sep-1955	Registered
RAPIDOGRAPH	72078135	21-Jul-1959	692271	02-Feb-1960	Registered
RAPIDOMATIC Stylized	73346186	18-Jan-1982	1220863	21-Dec-1982	Registered
RAPIDOMATIC					
RENOIR	77033166	31-Oct-2006	3450105	17-Jun-2008	Registered
SIMPLY-COVER	88142561	04-Oct-2018			Published
SIX DEGREES OF INSPIRATION	85662726	27-Jun-2012	4257781	11-Dec-2012	Registered

5701593.3

Trademark	App No	Filing Date	Reg No	Reg Date	Status
SPECTRA AD	86165877	15-Jan-2014	4983675	21-Jun-2016	Registered
SNAP FIT	78616845	26-Apr-2005	18-Apr-2006	3082424	Registered
STAY INSPIRED	87835012	15-Mar-2018	5585834	16-Oct-2018	Registered
SUN-GLO	76660476	22-May-2006	3216878	13-Mar-2007	Registered
SYMPHONIC	77025578	20-Oct-2006	3904561	11-Jan-2011	Registered
TECHNIGRAPH	72116511	27-Mar-1961	724228	21-Nov-1961	Registered
THALO	85072896	28-Jun-2010	4029697	20-Sep-2011	Registered
THALO	85476098	18-Nov-2011	4175194	17-Jul-2012	Registered
THALO	86487684	22-Dec-2014	4790094	11-Aug-2015	Registered
THALO	86487696	22-Dec-2014	4912155	8-Mar-2016	Registered
THALOARTS	87246635	23-Nov-2016	5413941	27-Feb-2018	Registered
THALOCASTS	87246694	23-Nov-2016	5413942	27-Feb-2018	Registered
THALOCCONNECT	85611748	30-Apr-2012	4263905	25-Dec-2012	Registered
TRICOLOR	85599814	17-Apr-2012	4250040	27-Nov-2012	Registered
TRIOGRAPH	85599895	17-Apr-2012	4250051	27-Nov-2012	Registered

5701593.3

Trademark	App No	Filing Date	Reg No	Reg Date	Status
TRI-TONE	85611732	30-Apr-2012	4344370	28-May-2013	Registered
TRUE EXPRESSIONS	74452013	30-Oct-1993	1914177	22-Aug-1995	Registered
TWO POTATO	73471098	19-Mar-1984	1367807	29-Oct-1985	Registered
ULTRADRAW	73648177	06-Mar-1987	1459212	29-Sep-1987	Registered

5701593.3