

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM541301

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Accent Packaging, Inc.		09/18/2019	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4064308	470 PARTS CARTRIDGE	
<b>Registration Number:</b>	4481286	ACCENT BUILDING MATERIALS	
<b>Registration Number:</b>	4488659	ACCENT WIRE	
<b>Registration Number:</b>	4481283	GALVANIZED EXTRA HI-TENSILE	
<b>Registration Number:</b>	4481284	GALVANIZED APEX	
<b>Registration Number:</b>	3940688	ACCENT 470	
<b>Registration Number:</b>	4050478	SMARTIER	
<b>Registration Number:</b>	3915171	PINNACLE	
<b>Registration Number:</b>	4293469	DURANNEAL	
<b>Registration Number:</b>	3764003	STRIKER	
<b>Registration Number:</b>	3229609	THE STRONGEST TIES IN THE INDUSTRY	
<b>Registration Number:</b>	3393001	QUICKSILVER	
<b>Serial Number:</b>	87175076	TIE ON THE FLY	
<b>Registration Number:</b>	3927595	4-TWIST	
<b>Registration Number:</b>	3927594	3-TWIST	
<b>Registration Number:</b>	5418957	ACCENT WIRE-TIE	
<b>Registration Number:</b>	5271158	SMART TIER	
<b>Registration Number:</b>	3229611	BETTER BY DESIGN	

OP \$465.00 4064308

**CORRESPONDENCE DATA****Fax Number:** 2158325619*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:** 2155695619**Email:** pecsenye@blankrome.com**Correspondent Name:** Timothy D. Pecsénye**Address Line 1:** One Logan Square**Address Line 2:** 8th Floor**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

<b>ATTORNEY DOCKET NUMBER:</b>	074658-19082
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	09/18/2019

**Total Attachments: 7**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of this 18th day of September, 2019, by ACCENT PACKAGING, INC., a Texas corporation ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Grantor and certain Affiliates of Grantor (together with any Person joined thereto from time to time as a borrower, collectively the "Borrowers"), the lenders from time to time party thereto (the "Lenders"), and PNC Bank, National Association, as agent for Lenders ("Agent"), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in and Lien on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "IP Collateral"), with power of sale to the extent permitted by law:

(a) all of Grantor's copyrights and copyright applications (collectively, "Copyrights") and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto;

(b) all of Grantor's patents and patent applications (collectively, "Patents"), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto;

(c) all of Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule 1 hereto accurately lists all registered IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral or remove any expired IP Collateral, as applicable, of Grantor identified by an update to Schedule 5.9 to the Credit Agreement delivered in accordance with Section 9.17 of the Credit Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, 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.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

*[signature page follows]*

Each of the parties has signed this Agreement as of the day and year first above written.

ACCENT PACKAGING, INC.

By: William P. Sims  
Name: William P. Sims  
Title: President

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 006747 FRAME: 0643**

SCHEDULE 1  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Patents and Patent Applications

<b>Patent Name</b>	<b>Owner</b>	<b>Patent Number (App. Number)</b>	<b>Reg. Date (App. Date)</b>
Combination wire and plastic strapping device	Accent Packaging, Inc.	10351274	07/16/2019
Method for removing a twist-module sub-assembly in a knotter assembly	Accent Packaging, Inc.	10266289	04/23/2019
Baling system buckles for securing a bale	Accent Packaging, Inc.	9908674	03/06/2018
Wire track cover for wire tier	Accent Packaging, Inc.	D630658	01/11/2011
Wire strapper for waste material baler	Accent Packaging, Inc.	7412992	08/19/2008
Wire strapper for waste material baler	Accent Packaging, Inc.	7380574	06/03/2008
Wire strapper for waste material baler	Accent Packaging, Inc.	7373877	05/20/2008
Apparatus for Tying and Binding Bales of Material	Accent Packaging, Inc.	6571691	06/03/2003
Apparatus and Method for Automated Binding and Spooling of Wire Cores	Accent Packaging, Inc.	6701831	03/09/2004
Ejector Drive Hub Apparatus and Method	Accent Packaging, Inc.	7124784	10/24/2006
Knотter Assembly	Accent Packaging, Inc.	8397632	03/19/2013
Method for removing a twist-module sub-assembly in a knотter assembly	Accent Packaging, Inc.	8757055	06/24/2014
Knотter Assembly	Accent Packaging, Inc.	9045245	06/02/2015
Method for removing a twist-module sub-assembly in a knотter assembly	Accent Packaging, Inc.	9090367	07/28/2015
Combination Wire and Plastic Strapping Device	Accent Packaging, Inc.	9278772	03/08/2016
Gripping Mechanism	Accent Packaging, Inc.	9359094	06/07/2016
Strapping Device Using Multiple Strap Materials	Accent Packaging, Inc.	GB2523909	10/17/2018
Combination Wire and Plastic Strapping Device	Accent Packaging, Inc.	GB2539128	10/10/2018
Combination Wire and Plastic Strapping Device	Accent Packaging, Inc.	GB2551067	10/10/2018
Strapping device using multiple strap materials	Accent Packaging, Inc.	GB2551065	10/10/2018
Ensamble Anudador	Accent Packaging, Inc.	MX345660	02/09/2017
Walking Walls Bale Ejector	Accent Packaging, Inc.	(15405394)	(01/13/2017)
CONTINUOUS ROTARY WIRE TIE ASSEMBLY	Accent Packaging, Inc.	(15164603)	(05/25/2016)
Wire Release Mechanism	Accent Packaging, Inc.	(15479362)	(04/05/2017)
Combination Wire and Plastic Strapping Device	Accent Packaging, Inc.	(16433118)	(06/06/2019)
Control User Interface for Tying System	Accent Packaging, Inc.	(14476598)	(09/03/2014)
Walking Walls Bale Ejector	Accent Packaging, Inc.	(2954900)	(01/20/2017)
Walking Walls Bale Ejector	Accent Packaging, Inc.	(1700608.1)	(01/13/2017)

Wire Release Mechanism	Accent Packaging, Inc.	(1705548.4)	(04/06/2017)
Continuous Rotary Wire Tie Assembly	Accent Packaging, Inc.	(1707173.9)	(05/05/2017)

## II. Trademarks and Trademark Applications

Mark Name	Owner	Registration Number (App. No.)	Registration Date (App. Date)
470 PARTS CARTRIDGE	Accent Packaging, Inc.	4064308	11/29/2011
ACCENT BUILDING MATERIALS	Accent Packaging, Inc. dba Accent Building Materials	4481286	02/11/2014
ACCENT WIRE	Accent Packaging, Inc. dba Accent Wire-Tie	4488659	02/25/2014
GALVANIZED EXTRA HI-TENSILE	Accent Packaging, Inc. dba Accent Wire Products	4481283	02/11/2014
GALVANIZED APEX	Accent Packaging, Inc. dba Accent Wire Products	4481284	02/11/2014
ACCENT 470	Accent Packaging, Inc. dba Accent Wire Products	3940688	04/05/2011
SMARTIER	Accent Packaging, Inc. dba Accent Wire Products	4050478	11/01/2011
PINNACLE	Accent Packaging Inc. dba Accent Wire-Tie	3915171	02/01/2011
DURANNEAL	Accent Packaging Inc. dba Accent Wire-Tie	4293469	02/19/2013
STRIKER	Accent Packaging, Inc.	3764003	03/23/2010
THE STRONGEST TIES IN THE INDUSTRY	Accent Packaging, Inc.	3229609	04/17/2007
QUICKSILVER	Accent Packaging, Inc.	3393001	03/04/2008
TIE ON THE FLY	Accent Packaging, Inc. dba Accent Wire-Tie	(87175076)	(09/19/2016)
4-TWIST	Accent Packaging, Inc. dba Accent Wire-Tie	3927595	03/08/2011
3-TWIST	Accent Packaging, Inc. dba Accent Wire-Tie	3927594	03/08/2011
ACCENT WIRE-TIE	Accent Packaging, Inc. dba Accent Wire-Tie	5418957	03/06/2018
SMART TIER	Accent Packaging, Inc. dba Accent Wire-Tie	5271158	08/22/2017
BETTER BY DESIGN	Accent Packaging, Inc. dba Accent Wire-Tie	3229611	04/17/2007
BLACKMAX	Accent Packaging, Inc.	UK00002607583	04/27/2012



III.

IV. Copyright and Copyright Applications

<b>Title</b>	<b>Owner</b>	<b>Registration Number</b>	<b>Registration Date</b>
Accent Wire 3-Twist Parts Manual.	Accent Packaging, Inc.	TX0008432866	06/20/2017
Accent wire 3-twist parts manual.	Accent Wire Products	TXu001020948	02/16/2001
Accent Wire 4-Twist parts manual.	Accent Wire Products	TX0005836120	07/23/2002
Accent Wire 4-Twist Parts Manual.	Accent Packaging, Inc.	TX0008432938	06/20/2017
Accent Wire 4-Twist service manual.	Accent Wire Products	TX0005836127	07/23/2002
Accent Wire 4-Twist service manual.	Accent Wire Products	TX0005836121	07/23/2002
Accent Wire Products – Products, Services and Informational Manual	Accent Wire Products	TX0005852972	07/23/2002
Accent Wire Sales Brochure	Accent Packaging, Inc.	TX0007145344	11/13/2009
Control logic program : model 470 wire tyer.	Accent Wire Products	TX0005852971	07/23/2002
Accent 470 Series Wire-Tie System,: Safety, Machine Sequence, Wear Parts, Troubleshooting.	Accent Packaging, Inc.	TX0008425937	06/28/2017
Accent 470 Wire Tie System, Operations Manual, Replacement Parts Diagrams & List.	Accent Packaging, Inc.	TX0008432936	06/20/2017