

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559608

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MSI Express, Inc.		01/30/2020	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	CIBC Bank USA, as Administrative Agent		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	an Illinois banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3297348	POWER PACKAGING	
Registration Number:	1270215	P	
Registration Number:	3297347	PP	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<i>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.</i>			
Phone:	7349302488		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield - Bodman PLC		
Address Line 1:	201 South Division		
Address Line 2:	Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	SUSAN M. KORNFIELD		
SIGNATURE:	/susan m. kornfield/		
DATE SIGNED:	01/30/2020		
Total Attachments: 5			
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AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of January 30, 2020, between the undersigned (the "Grantor") and CIBC Bank USA, as Administrative Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of January 30, 2020 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Grantor, Express Packaging, Inc., Manufacturing Solutions International, LLC (together with such other Persons who become party to the Credit Agreement as borrowers, collectively, "Borrowers"), the other parties thereto and the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make loans to the Borrowers and to provide for the issuance of Letters of Credit for the account of the Borrowers, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Grantor and certain Affiliates of Grantor have executed and delivered that certain Guaranty and Collateral Agreement, dated as of August 20, 2018, to the Secured Party (as amended or otherwise modified from time to time, the "Guaranty and Collateral Agreement"); and

C. WHEREAS, as a condition precedent to the making of the loans under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans (including the initial loan) to the Borrowers pursuant to the Credit Agreement, Grantor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Guaranty and Collateral Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Obligations, Grantor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of Grantor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person (as defined in the Credit Agreement) in connection with any of the Trademarks or such other Person's names or trademarks, whether Grantor is a licensor or a licensee under any such license agreement, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by Grantor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Guaranty and Collateral Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Guaranty and Collateral Agreement as security for the discharge and performance of the Obligations. The Guaranty and Collateral Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Grantor, execute and deliver to the Grantor a proper instrument or instruments acknowledging the release of the security interest and Liens (as defined in the Credit Agreement) established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark

Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with Section 14.11 of the Credit Agreement.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTOR:

MSI EXPRESS, INC.

By: 

Name: Tim Frend

Title: Vice President, Secretary and Treasurer

SECURED PARTY:

CIBC BANK USA, as Administrative Agent

By: 

Mark Ossman





Its: Managing Director

[Signature page to Agreement (Trademark) (16507180)]

TRADEMARK
REEL: 006850 FRAME: 0513

SCHEDULE 1.1

TRADEMARKS

Citation	Country	App. Number	App. Date	Reg. Number	Reg. Date
POWER PACKAGING	United States	App 78730797	App 11-OCT-2005	Reg 3297348	Reg 25-SEP-2007
P 	United States	App 73407755	App 30-DEC-1982	Reg 1270215	Reg 13-MAR-1984
P LOGO 	Canada	App 1607538	App 20-DEC-2012	Reg TMA912750	Reg 31-AUG-2015
POWER PACKAGING	Canada	App 1394433	App 06-MAY-2008	Reg TMA754539	Reg 03-DEC-2009
P LOGO 	Canada	App 1390668	App 09-APR-2008	Reg TMA754537	Reg 03-DEC-2009
POWER PACKAGING	Canada	App 1270894	App 02-SEP-2005	Reg TMA679378	Reg 15-JAN-2007
PP 	United States	App 78730598	App 11-OCT-2005	Reg 3297347	Reg 25-SEP-2007

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