

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM586422

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|---|-------------------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | First Lien Security Agreement | | |
| SEQUENCE: | 1 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Duravant LLC | | 07/13/2020 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Jefferies Finance LLC | | |
| Street Address: | 520 Madison Ave | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87680099 | SUPPORTPRO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 2127013365 | | |
| Email: | ecarrera@cahill.com | | |
| Correspondent Name: | Elaine Carrera | | |
| Address Line 1: | 80 Pine Street | | |
| Address Line 2: | c/o Cahill Gordon & Reindel LLP | | |
| Address Line 4: | New York, NEW YORK 10005 | | |
| ATTORNEY DOCKET NUMBER: | 1242577 J1 | | |
| NAME OF SUBMITTER: | Elaine Carrera | | |
| SIGNATURE: | /Elaine Carrera/ | | |
| DATE SIGNED: | 07/14/2020 | | |
| Total Attachments: 5 | | | |
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FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of July 13, 2020 (this “Agreement”), between DURAVANT LLC (“Grantor”) and JEFFERIES FINANCE LLC, as first lien collateral agent (in such capacity, the “First Lien Collateral Agent”).

Reference is hereby made to that certain First Lien Credit Agreement dated as of July 19, 2017 (as amended, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”) among WP DELUXE HOLDINGS, INC., a Delaware corporation (“Initial Holdings”), WP DELUXE MERGER SUB, INC., a Delaware corporation (the “Borrower”), which on the Effective Date merged with and into Engineered Machinery Holdings, Inc., a Delaware corporation, with Engineered Machinery Holdings, Inc. surviving such merger and continuing as the Borrower, the lenders from time to time party thereto and JEFFERIES FINANCE LLC, as First Lien Administrative Agent and First Lien Collateral Agent, and that certain First Lien Collateral Agreement dated as of July 19, 2017 (as amended, supplemented or otherwise modified from time to time, the “First Lien Collateral Agreement”) among Initial Holdings, the Borrower, the Grantors party thereto and the First Lien Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the First Lien Credit Agreement and the First Lien Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the First Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all Trademarks, including that listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the First Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the First Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. First Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the First Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Duravant LLC, as Grantor

By: 

Name: Craig Reuther

Title: Chief Financial Officer, Treasurer
and Secretary

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006998 FRAME: 0154

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Jefferies Finance LLC, as First Lien
Collateral Agent

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

Schedule I

United States Registered and Applied-For Trademarks

| | Owner | Trademark | Appl. No. Filing Date | Reg. No. Reg. Date |
|----|--------------|------------------|----------------------------------|-------------------------------|
| 1. | Duravant LLC | SUPPORTPRO | 87680099 11/10/2017 | 5502117 06/26/2018 |

[Schedule I to First Lien Trademark Security Agreement]