

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM611598

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wizard Labels LLC		11/30/2020	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Varagon Capital Partners Agent, LLC, as collateral agent		
Street Address:	225 W Washington St., 21st Floor		
Internal Address:	c/o Cortland Capital Market Services LLC		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4496123	WIZARD LABELS	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@katten.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	385629-54		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	12/01/2020		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 30, 2020 (this "Agreement"), Wizard Labels LLC, a Colorado limited liability company (the "Grantor") in favor of Varagon Capital Partners Agent, LLC, as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

Reference is made to that certain Pledge and Security Agreement, dated as of October 17, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in the Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of October 17, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among BW Parent, Inc., a Delaware corporation, Brook & Whittle Holding Corp., a Delaware corporation (the "Borrower"), the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and Varagon Capital Partners Agent, LLC, in its capacities as administrative agent and collateral agent for the Lenders (in such capacities, the "Administrative Agent"). Consistent with the requirements set forth in Section 5.12 of the Credit Agreement and Section 4.03 of the Security Agreement, 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 Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "IP Collateral"):

- A. all Trademarks, including the trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the patents and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all Copyrights, including the copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Release of IP Collateral.* Upon any termination or release of the IP Collateral pursuant to Section 7.12 of the Security Agreement, the Collateral Agent shall, at the expense of the Grantor, promptly execute and deliver to Grantor all UCC termination statements, releases of intellectual property filings, and similar documents and take such other actions (including, without limitation, making of all filings) as such Grantor shall reasonably request in writing to evidence such termination or release of the IP Collateral.

SECTION 5. *Governing Law.* This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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

WIZARD LABELS LLC, as Grantor

By: 
Name: Paul Hogan
Title: Chief Financial Officer and Secretary

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

VARAGON CAPITAL PARTNERS AGENT, LLC,
as Administrative Agent
By: Varagon Capital Partners, L.P., as its sole Member

By: 
Name: Terry Robinson
Title: Managing Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 007119 FRAME: 0499

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Wizard Labels LLC	4496123	WIZARD LABELS

TRADEMARK APPLICATIONS

None.

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

Schedule II to Intellectual Property Security Agreement

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

Schedule III to Intellectual Property Security Agreement

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