

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625343

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900587922		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Altium Packaging LP		11/13/2020	Limited Partnership:
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	745 SEVENTH AVENUE		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90071437	STUDIO PKG	
Serial Number:	90171458	SHELF-RITE	
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>			
Email:	megan.anderson@altiumpkg.com		
Correspondent Name:	Megan Anderson		
Address Line 1:	2500 Windy Ridge Parkways		
Address Line 2:	Suite 1400		
Address Line 4:	Atlanta, GEORGIA 30339		
ATTORNEY DOCKET NUMBER:	BARCLAYS TM 2020 Q3		
NAME OF SUBMITTER:	Megan Anderson		
SIGNATURE:	/Megan Anderson/		
DATE SIGNED:	02/09/2021		
Total Attachments: 5			
source=Barclays Trademark Agreement 2020 Q3#page1.tif			
source=Barclays Trademark Agreement 2020 Q3#page2.tif			
source=Barclays Trademark Agreement 2020 Q3#page3.tif			

source=Barclays Trademark Agreement 2020 Q3#page4.tif

source=Barclays Trademark Agreement 2020 Q3#page5.tif

FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT is entered into as of November 13, 2020 (this “Trademark Security Agreement Supplement”), among Altium Packaging LP (the “**Grantor**”) and Barclays Bank PLC (“**Barclays**”), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of May 22, 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 Altium Packaging LLC, a Delaware limited liability company (the “**Borrower**”) subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of May 22, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**First Lien Credit Agreement**”), by and among, the Borrower, Altium Intermediary LLC, a Delaware limited liability company (“**Holdings**”), the lenders from time to time party thereto (collectively, the “**Lenders**”) and Barclays, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit Agreement, the Grantor and the Collateral Agent have entered into that certain First Lien Trademark Security Agreement, dated as of May 22, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Trademark Security Agreement**”). Under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties as security interest in the Additional Trademark Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Trademark Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Trademark Security Agreement Supplement 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 “**Additional Trademark Collateral**”):

- A. the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by such Trademark registrations and registration applications;
- C. the right to sue third parties for past, present and future infringements of such Trademark registrations and registration applications; and
- D. all proceeds of and rights associated with the foregoing;

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

Notwithstanding anything to the contrary in (A) through (D) above, this Trademark Security Agreement Supplement shall not constitute a grant of a security interest in any Excluded Assets, including any “intent-

to-use” Trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto.

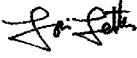
SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional Trademark 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 Trademark Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Trademark Security Agreement Supplement shall be governed by, and construed 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 Supplement as of the day and year first above written.

ALTIUM PACKAGING LP,
as Grantor

By: 

Name: Louis Lettes
Title: Chief Legal & Compliance Officer and
Secretary

BARCLAYS BANK PLC,
as Collateral Agent

DocuSigned by:
Komal Ramkirath

By: _____

Name: Komal Ramkirath

Title: Assistant Vice President

SCHEDULE I

TRADEMARK APPLICATIONS

GRANTOR	SERIAL NO. FILING DATE	TRADEMARK
Altium Packaging LP	90/071,437; 9/24/2020	STUDIO PKG & Design
Altium Packaging LP	90/171,458; 9/10/2020	SHELF-RITE