

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657072

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CONFIRMATORY TRADEMARK SECURITY AGREEMENT IN U.S. TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reliance Label Solutions, LLC		06/30/2021	Limited Liability Company: KANSAS
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	88503573	WE'RE ON IT	
Serial Number:	87755068	RELIANCE MEANS COMPLIANCE	
Serial Number:	87755058	RELIANCECONNECT	
Serial Number:	87505612	RELIANCE	
Serial Number:	87641053	RELIANCE LABEL SOLUTIONS	
Serial Number:	86141923	THE GHS STORE	
Serial Number:	86761145	RELIANCE BARCODE SOLUTIONS	
Serial Number:	86761102	RELIANCE	
Serial Number:	86671890	GLOBALABEL	
Serial Number:	86529754	WE'RE ON IT	
Serial Number:	85026511	VISION	
Serial Number:	78227018	RELIANCE LABEL SOLUTIONS	
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:	2128192511		
Email:	iprecordations@whitecase.com		

CH \$315.00 88503573

Correspondent Name: Kate Andes
Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 1785638-0100-CM65

NAME OF SUBMITTER: Kate Andes

SIGNATURE: /Kate Andes/

DATE SIGNED: 06/30/2021

Total Attachments: 6

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**CONFIRMATORY TRADEMARK SECURITY AGREEMENT
IN U.S. TRADEMARKS**

This Confirmatory Trademark Security Agreement in U.S. Trademarks (as the same may be amended, modified or supplemented from time to time pursuant to the terms hereof, this “**Agreement**”), dated as of this 30th day of June, 2021, is made by RELIANCE LABEL SOLUTIONS, LLC, a Kansas limited liability company (“**Grantor**”), with its principal place of business and mailing address at 205 North Gold Street, Paola, KS 66071, in favor of BMO Harris Bank N.A., as administrative agent (in such capacity, the “**Administrative Agent**”) for the Lenders and other Secured Creditors (as defined below), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns.

PRELIMINARY STATEMENTS

A. Grantor, the other Borrowers, the Guarantors from time to time party thereto, the Administrative Agent and the Lenders from time to time party thereto are parties to a Credit Agreement dated as of the date hereof (such Credit Agreement, as amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the “**Credit Agreement**”), pursuant to which the Administrative Agent and the Lenders have agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Borrowers.

B. As a condition to the execution and delivery of the Credit Agreement, the Administrative Agent and the Lenders have required, among other things, that each of the Grantor, the other Borrowers and the Guarantors from time to time party to the Credit Agreement (each a “**Debtor**” and collectively the “**Debtors**”) grant to the Administrative Agent, on behalf of itself and the Lenders and other holders of the Obligations and the Credit Product Obligations (the Administrative Agent and such Lenders and other holders being referred to collectively as the “**Secured Creditors**”) a lien on and security interest in the personal property of such Debtor.

C. The Debtors and the Administrative Agent, on its own behalf and on behalf of the Secured Creditors, are parties to a Security Agreement dated as of the date hereof (such Security Agreement, as amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the “**Security Agreement**”), pursuant to which each Debtor has granted a lien on and security interest in the personal property of such Debtor as described therein, including the trademarks set forth in **Schedule A**.

D. Capitalized terms used herein without definition are used as defined in the Credit Agreement and Security Agreement, as applicable.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the parties agree as follows:

1. **Grant of Security Interest.** Grantor hereby grants to Administrative Agent for the benefit of the Secured Creditors a Lien on and continuing security interest in, all of its right, title and interest in, to and under the following Collateral (the “**Trademark Collateral**”):

(i) all of its trademarks and trademark applications, including, without limitation, each trademark and trademark application listed on Schedule A hereto, and all renewals and extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application; and

(iii) all income, royalties and proceeds of the foregoing at any time due or payable or asserted under and with respect to the foregoing, including without limitation any claim by Grantor against third parties for damages by reason of past, present or future infringement of any trademark or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of the Borrowers as set out in and defined in the Security Agreement.

2. **Terms of Security Agreement Incorporated by Reference.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control.

3. **Authorization to Supplement.** Without limiting Grantor’s obligations under the Security Agreement, Grantor hereby authorizes the Administrative Agent unilaterally to modify this Agreement by amending Schedule A hereto to include any future Trademark Collateral of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A hereto shall in any way affect, invalidate or detract from the Administrative Agent’s continuing security interest in all Trademark Collateral, whether or not listed on Schedule A.

4. **Grantor Remains Liable.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks and trademark applications subject to a security interest hereunder.


5. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed as of the date and year first written above.

RELIANCE LABEL SOLUTIONS, LLC, a Kansas
limited liability company

By: 
Name: John McEntee
Title: President

Trademark Security Agreement (U.S.)

TRADEMARK
REEL: 007340 FRAME: 0787

Accepted and agreed to as of the date and year first written above.


BMO HARRIS BANK N.A.

By: 

Name: Dan Weeks

Title: Managing Director

SCHEDULE A

Registrant/ Applicant	Mark	Jurisdiction	Serial Number	Registration Number	Filing Date	Registration Date
Reliance Label Solutions, LLC	WE'RE ON IT	US	88/503,573	6,296,065	July 8, 2019	March 16, 2021
Reliance Label Solutions, LLC	RELIANCE MEANS COMPLIANCE	US	87/755,068		January 15, 2018	
Reliance Label Solutions, LLC	RELIANCECONNECT	US	87/755,058		January 15, 2018	
Reliance Label Solutions, LLC	RELIANCE	US	87/505,612	6,069,787	June 26, 2017	June 2, 2020
Reliance Label Solutions, LLC		US	87/641,053	5,737,013	October 11, 2017	April 30, 2019
Reliance Label Solutions, LLC	THE GHS STORE	US	86/141,923	4,757,746	December 12, 2013	June 16, 2015
Reliance Label Solutions, LLC	RELIANCE BARCODE SOLUTIONS	US	86/761,145	5,129,968	September 18, 2015	January 24, 2017
Reliance Label Solutions, LLC	RELIANCE	US	86/761,102	5,276,975	September 18, 2015	August 29, 2017
Reliance Label Solutions, LLC	GLOBALABEL	US	86/671,890	5,038,995	June 23, 2015	September 13, 2016
Reliance Label Solutions, LLC	WE'RE ON IT	US	86/529,754	4,965,776	February 10, 2015	May 24, 2016
Reliance Label Solutions, LLC	VISION	US	85/026,511	3,890,164	April 29, 2010	December 14, 2010
Reliance Label Solutions, LLC	RELIANCE LABEL SOLUTIONS	US	78/227,018	3,077,342	March 18, 2003	April 4, 2006