

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM658804

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CELLOTAPE, INC.		07/08/2021	Corporation: DELAWARE
PAMCO PRINTED TAPE & LABEL CO., INC.		07/08/2021	Corporation: DELAWARE
PARAGON LABELS, LLC		07/08/2021	Limited Liability Company: DELAWARE
RESOURCE LABEL GROUP, LLC		07/08/2021	Limited Liability Company: DELAWARE
YOUR LABELS NOW LLC		07/08/2021	Limited Liability Company: ILLINOIS

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Serial Number:	90310563	MCDOWELL
Registration Number:	5256409	ADVANCED LABELS NW
Registration Number:	5256408	ADVANCED LABELS NW
Registration Number:	5256407	RAYPRESS
Registration Number:	5255306	NATIONAL REACH. LOCAL TOUCH.
Registration Number:	5269606	ADVANCED LABELS SUPERIOR LABEL SOLUTIONS
Registration Number:	5054703	TML
Registration Number:	5220966	TML TAYLORMADELABELS CUSTOM LABELS/DESIG
Registration Number:	5054704	TML
Registration Number:	5202812	LITHO FLEXO
Registration Number:	5198121	TAYLOR MADE
Registration Number:	5202808	LITHO FLEXO

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4968178	FOX TAG + LABEL
Registration Number:	4795297	OXFORD GRAPHICS
Registration Number:	4785991	OXFORD GRAPHICS
Registration Number:	4790599	RESOURCE LABEL GROUP
Registration Number:	4782031	RESOURCE LABEL
Registration Number:	4799106	FOX TAG + LABEL
Registration Number:	4789531	
Registration Number:	4764375	TLC
Registration Number:	4764355	TLC
Registration Number:	4127887	MID SOUTH RFID
Registration Number:	4127888	RESOURCE LABEL GROUP
Registration Number:	3278370	BEST LABEL
Registration Number:	3011017	TLC THE LABEL COMPANY
Registration Number:	5309798	CELLOTAPE
Registration Number:	5189461	CT RAPID PRINT
Registration Number:	5189462	CT RAPID PRINT
Registration Number:	5988689	PARAGON
Registration Number:	2394086	PARAGON LABEL
Registration Number:	5971949	YOUR LABELS NOW.COM
Registration Number:	4772913	YOUR LABELS NOW.COM
Registration Number:	4760132	YOURLABELSNOW.COM
Registration Number:	4528717	PAMCO

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1416768
NAME OF SUBMITTER:	Jonathan R. Larson
SIGNATURE:	/Jonathan R. Larson/
DATE SIGNED:	07/08/2021

Total Attachments: 9

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of July 8, 2021, is made by CELLOTAPE, INC., a Delaware corporation, PAMCO PRINTED TAPE & LABEL CO., INC., Delaware corporation, PARAGON LABELS, LLC, a Delaware limited liability company, RESOURCE LABEL GROUP, LLC, a Delaware limited liability company and YOUR LABELS NOW LLC, an Illinois limited liability company (each a “**Grantor**” and collectively the “**Grantors**”), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as the Collateral Agent for the Secured Parties (together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, each Grantor is party to that certain Second Lien Security Agreement, dated as of July 8, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among each Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, 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 the registered and applied for Trademarks set forth on Schedule A hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and, with respect to the foregoing, (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); *provided* that “**Trademark Collateral**” shall not include, and the Security Interest shall not attach to, any “*intent-to-use*” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, 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 to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such *intent-to-use* application under applicable federal law (it being understood that, after such period, such *intent-to-use* application shall be automatically subject to the Security Interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts.

(a) This Trademark Security Agreement may be executed in any number of 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 instrument. Any signature to this Trademark Security Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable Law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Trademark Security Agreement.

(b) Each party hereto represents and warrants to the other parties hereto that it has the corporate capacity and authority to execute this Trademark Security Agreement through electronic means and there are no restrictions for doing so in such party's constitutive documents.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein, and that the security interest granted hereunder to the Collateral Agent is in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

SECTION 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

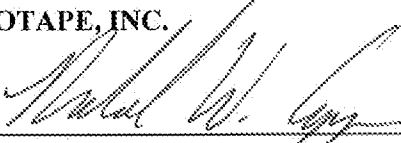
SECTION 8. Collateral Agent. Credit Suisse AG, Cayman Islands Branch is acting under this Supplement solely in its capacity as Collateral Agent under the Credit Agreement and not in its individual capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges and

immunities granted to it under the Credit Agreement, as if such rights, privileges and immunities were set forth herein.

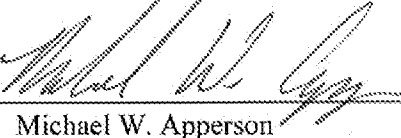
[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

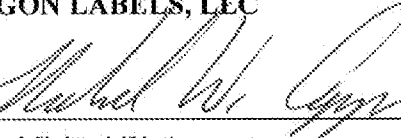
CELLOTAPE, INC.

By: 
Name: Michael W. Apperson
Title: Chief Executive Officer and President

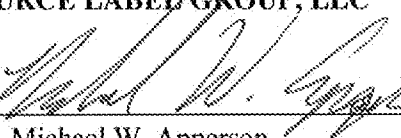
PAMCO PRINTED TAPE & LABEL CO., INC.

By: 
Name: Michael W. Apperson
Title: Chief Executive Officer and President

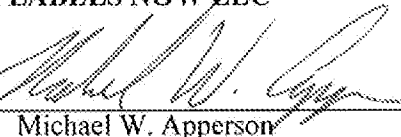
PARAGON LABELS, LLC

By: 
Name: Michael W. Apperson
Title: Chief Executive Officer and President

RESOURCE LABEL GROUP, LLC


By: 
Name: Michael W. Apperson
Title: Chief Executive Officer and President

YOUR LABELS NOW LLC

By: 
Name: Michael W. Apperson
Title: Chief Executive Officer and President

Accepted and Agreed,

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 
Name: Mikhail Faybusovich
Title: Authorized Signatory

By: 
Name: Andrew Griffin
Title: Authorized Signatory

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007349 FRAME: 0822

SCHEDULE A

Registered Trademarks and Applications:

Trademark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
MCDOWELL	US	Pending	App 90310563	App 10-NOV- 2020			RESOURCE LABEL GROUP, LLC
ADVANCED LABELS NW	US	Registered	App 87304001	App 17-JAN- 2017	Reg 5256409	Reg 01- AUG- 2017	RESOURCE LABEL GROUP, LLC
ADVANCED LABELS NW	US	Registered	App 87303989	App 17-JAN- 2017	Reg 5256408	Reg 01- AUG- 2017	RESOURCE LABEL GROUP, LLC
RAYPRESS	US	Registered	App 87302994	App 16-JAN- 2017	Reg 5256407	Reg 01- AUG- 2017	RESOURCE LABEL GROUP, LLC
NATIONAL REACH. LOCAL TOUCH.	US	Registered	App 87276037	App 21-DEC- 2016	Reg 5255306	Reg 01- AUG- 2017	RESOURCE LABEL GROUP, LLC
ADVANCED LABELS SUPERIOR LABEL SOLUTIONS N W	US	Registered	App 87253892	App 01-DEC- 2016	Reg 5269606	Reg 22- AUG- 2017	RESOURCE LABEL GROUP, LLC
TML	US	Registered	App 86936296	App 10-MAR- 2016	Reg 5054703	Reg 04- OCT- 2016	RESOURCE LABEL GROUP, LLC
TML TAYLORMADE LABELS CUSTOM LABELS/DESIG N/LABELING SYSTEMS	US	Registered	App 86936285	App 10-MAR- 2016	Reg 5220966	Reg 13- JUN- 2017	RESOURCE LABEL GROUP, LLC

Trademark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
TML	US	Registered	App 86936313	App 10-MAR- 2016	Reg 5054704	Reg 04- OCT- 2016	RESOURCE LABEL GROUP, LLC
LITHO FLEXO	US	Registered	App 86921134	App 26-FEB- 2016	Reg 5202812	Reg 16- MAY- 2017	RESOURCE LABEL GROUP, LLC
TAYLOR MADE	US	Registered	App 86918288	App 24-FEB- 2016	Reg 5198121	Reg 09- MAY- 2017	RESOURCE LABEL GROUP, LLC
LITHO FLEXO	US	Registered	App 86918303	App 24-FEB- 2016	Reg 5202808	Reg 16- MAY- 2017	RESOURCE LABEL GROUP, LLC
FOX TAG + LABEL	US	Registered	App 86762514	App 21-SEP- 2015	Reg 4968178	Reg 31- MAY- 2016	RESOURCE LABEL GROUP, LLC
OXFORD GRAPHICS	US	Registered	App 86548393	App 27-FEB- 2015	Reg 4795297	Reg 18- AUG- 2015	RESOURCE LABEL GROUP, LLC
OXFORD GRAPHICS	US	Registered	App 86548397	App 27-FEB- 2015	Reg 4785991	Reg 04- AUG- 2015	RESOURCE LABEL GROUP, LLC
RESOURCE LABEL GROUP	US	Registered	App 86512072	App 23-JAN- 2015	Reg 4790599	Reg 11- AUG- 2015	RESOURCE LABEL GROUP, LLC
RESOURCE LABEL	US	Registered	App 86504075	App 15-JAN- 2015	Reg 4782031	Reg 28- JUL- 2015	RESOURCE LABEL GROUP, LLC
FOX TAG + LABEL	US	Registered	App 86498173	App 08-JAN- 2015	Reg 4799106	Reg 25- AUG- 2015	RESOURCE LABEL GROUP, LLC
Design Only	US	Registered	App 86480157	App 15-DEC- 2014	Reg 4789531	Reg 11- AUG- 2015	RESOURCE LABEL GROUP, LLC
TLC	US	Registered	App 86450525	App 11-NOV- 2014	Reg 4764375	Reg 30- JUN- 2015	RESOURCE LABEL GROUP, LLC

Trademark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
TLC	US	Registered	App 86450242	App 10-NOV- 2014	Reg 4764355	Reg 30- JUN- 2015	RESOURCE LABEL GROUP, LLC
MID SOUTH RFID	US	Registered	App 85264517	App 11-MAR- 2011	Reg 4127887	Reg 17- APR- 2012	RESOURCE LABEL GROUP, LLC
RESOURCE LABEL GROUP	US	Registered	App 85264525	App 11-MAR- 2011	Reg 4127888	Reg 17- APR- 2012	RESOURCE LABEL GROUP, LLC
BEST LABEL	US	Renewed (Registered)	App 76665661	App 06-SEP- 2006	Reg 3278370	Reg 14- AUG- 2007	RESOURCE LABEL GROUP, LLC
TLC THE LABEL COMPANY	US	Renewed (Registered)	App 78444875	App 01-JUL- 2004	Reg 3011017	Reg 01- NOV- 2005	RESOURCE LABEL GROUP, LLC
CELLOTAPE	US	Registered	App 87349510	App 24-FEB- 2017	Reg 5309798	Reg 17- OCT- 2017	CELLOTAPE, INC.
CT RAPID PRINT	US	Registered	App 87066677	App 09-JUN- 2016	Reg 5189461	Reg 25- APR- 2017	CELLOTAPE, INC.
CT RAPID PRINT	US	Registered	App 87066687	App 09-JUN- 2016	Reg 5189462	Reg 25- APR- 2017	CELLOTAPE, INC.
PARAGON	US	Registered	App 88507346	App 10-JUL- 2019	Reg 5988689	Reg 18- FEB- 2020	PARAGON LABELS, LLC
PARAGON LABEL	US	Renewed (Registered)	App 75552888	App 15-SEP- 1998	Reg 2394086	Reg 10- OCT- 2000	PARAGON LABELS, LLC
YOUR LABELS NOW.COM	US	Registered	App 88499046	App 03-JUL- 2019	Reg 5971949	Reg 28- JAN- 2020	YOUR LABELS NOW LLC
YOUR LABELS NOW.COM	US	Registered	App 86460769	App 20-NOV- 2014	Reg 4772913	Reg 14- JUL- 2015	YOUR LABELS NOW LLC

Trademark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
YOURLABELS NOW.COM	US	Registered	App 86444496	App 04-NOV- 2014	Reg 4760132	Reg 23- JUN- 2015	YOUR LABELS NOW LLC
PAMCO	U.S.	Registered	86050594	28-AUG-2013	4528717	13- MAY- 2014	PAMCO PRINTED TAPE & LABEL CO. INC.

Schedule A-4