

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671121

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHARTPAK, INC.		08/27/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	125 High Street		
Internal Address:	11th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 49			
Property Type	Number	Word Mark	
Registration Number:	508554	"THALO"	
Registration Number:	1293655	ACADEMY	
Registration Number:	3319560	ACADEMY	
Registration Number:	1225932	AD MARKER	
Registration Number:	2357320	BRISTLETTE	
Registration Number:	1931456	CHARTPAK	
Registration Number:	1179105	CLEARPRINT	
Registration Number:	6272508	CLEARPRINT	
Registration Number:	1100176	CRAFT HOUSE	
Registration Number:	3450104	DEGAS	
Registration Number:	1884477	FINEST	
Registration Number:	1975283	FROSTY ETCH	
Registration Number:	0158693	GAINSBOROUGH	
Registration Number:	2595614	GIOCONDA	
Registration Number:	1329158	GRUMBACHER	
Registration Number:	2025099	JON GNAGY	
Registration Number:	1102663	JON GNAGY	
Registration Number:	2856229	KOH-I-NOOR	

OP \$1240.00 508554

Property Type	Number	Word Mark
Registration Number:	3159431	KOH-I-NOOR HARDTMUTH PENCILS SINCE 1790
Registration Number:	2333723	LIQUIGLAZE
Registration Number:	2957299	M MACO
Registration Number:	1274315	MACO
Serial Number:	90041671	MATERIALS & METHODS MATTER
Registration Number:	2440765	MAX GRUMBACHER
Serial Number:	88451245	MELLOTEX
Serial Number:	90739412	MOTO
Registration Number:	2629252	MUSEUM
Registration Number:	6356937	PARIS PAPER
Registration Number:	5949503	PARIS PAPER FOR PENS
Registration Number:	4558126	PEEL-OFF
Registration Number:	1554315	PERMALBA
Registration Number:	1939394	PICKETT
Registration Number:	1184354	PRE-TESTED
Registration Number:	1893874	PRIMA
Registration Number:	6033205	RAPIDESIGN
Registration Number:	1554316	RES-N-GEL
Registration Number:	1775944	SKILCRAFT
Registration Number:	2025112	SUSAN SCHEEWE
Registration Number:	2365460	THE ORIGINAL PAINT BY NUMBER
Registration Number:	1112960	TURPENOID
Registration Number:	2741550	VISIBLE HORSE
Registration Number:	2749939	VISIBLE MAN
Registration Number:	2741531	VISIBLE WOMAN
Registration Number:	3026917	W
Registration Number:	2054064	WEBER
Registration Number:	2048981	WHEE-LO
Serial Number:	71544080	"GAINSBOROUGH"
Registration Number:	2178439	PRIMA
Registration Number:	1174191	FADE-OUT

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Ted.mulligan@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

TRADEMARK

REEL: 007407 FRAME: 0859

Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Jessica Hildebrandt

SIGNATURE: /Jessica Hildebrandt/

DATE SIGNED: 08/30/2021

Total Attachments: 8

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AMENDMENT NO. 8 TO
SECURITY AGREEMENT (TRADEMARKS)

AMENDMENT NO. 8 TO SECURITY AGREEMENT (TRADEMARKS) made as of August 27, 2021, between CHARTPAK, INC., a Delaware corporation (“Debtor”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, successor by merger to Wachovia Bank, National Association, successor by merger to Congress Financial Corporation (“Secured Party”).

W I T N E S S E T H:

WHEREAS, Debtor and Secured Party entered into the Security Agreement (Trademarks), dated as of January 23, 1996, as amended by Amendment to Security Agreement (Trademarks), dated as of May 28, 1996, Amendment No. 2 to Security Agreement (Trademarks) dated September 2, 1999, Amendment No. 3 to Security Agreement dated as of June 19, 2006, Amendment No. 4 to Security Agreement dated as of September 15, 2006, Amendment No. 5 to Security Agreement dated as of October 31, 2007, Amendment No. 6 to Security Agreement (Trademarks) dated as of June 6, 2018 and Amendment No. 7 to Security Agreement (Trademarks) dated as of July 31, 2019 (the “Trademark Security Agreement”), pursuant to which Debtor granted to Secured Party a security interest in and to the Collateral (as defined in the Trademark Security Agreement); and

WHEREAS, in order to evidence Secured Party’s security interest in certain trademarks owned by Debtor, Debtor has agreed to enter into this Amendment.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agree as follows:

1. Amendment to Exhibit.

(a) Exhibit 1 attached to the Trademark Security Agreement is hereby amended by inserting the contents of Exhibit A attached hereto at the end thereof.

(b) For purposes of this Amendment, unless otherwise defined herein, all capitalized terms used herein which are defined in the Trademark Security Agreement shall have the meaning given to such terms in the Trademark Security Agreement.

2. Confirmation and Grant of Security Interest. To secure payment and performance of all Obligations, and ratifying, confirming and supplementing the Debtor’s prior grants of security interests in and Liens upon the Trademarks and other Collateral described in the Trademark Security Agreement, as collateral security heretofore granted to the Secured Party pursuant to the Trademark Security Agreement, the Debtor hereby grants to Secured Party, a security interest in and Lien upon, and acknowledges and agrees that the Secured Party has and shall continue to have a pledge of and a continuing security interest in and Lien on, any and all right, title and interest of the Debtor, whether now existing or hereafter acquired or arising, in

and to all of the Collateral (expressly including, without limitation, all of the Trademarks described on Exhibit A attached to this Amendment).

3. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, as amended, the term or provision of the Loan Agreement shall control.

4. Entire Agreement. This Amendment contains the entire agreement of the parties hereto with respect to the subject matter hereof.

5. Binding Effect. This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

CHARTPAK, INC.

By: Steven W. Rohl
Name: STEVEN W. ROHL
Title: President

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____
Name: _____
Title: Authorized Signatory

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

CHARTPAK, INC.

By: _____
Name: _____
Title: _____

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By:  _____
Name: MENISSA PROBST
Title: Authorized Signatory

EXHIBIT A
TO

AMENDMENT NO. 8 TO SECURITY AGREEMENT (TRADEMARKS)

Trademark Registrations and Applications in the United States

Trademark	App No	Filing Date	Reg No	Reg Date	Status
"THALO"	71543601	12/06/1947	508554	04/12/1949	Registered
ACADEMY	73376098	07/22/1982	1293655	09/11/1984	Registered
ACADEMY	78476295	08/31/2004	3319560	10/23/2007	Registered
AD MARKER	73291516	12/31/1980	1225932	02/01/1983	Registered
BRISTLETTE	75707946	05/18/1999	2357320	06/13/2000	Registered
CHARTPAK	74595425	11/07/1994	1931456	10/31/1995	Registered
CLEARPRINT	73259737	04/28/1980	1179105	11/24/1981	Registered
CLEARPRINT	90058567	07/17/2020	6272508	02/16/2021	Registered
CRAFT HOUSE	73140994	09/12/1977	1100176	08/22/1978	Registered
DEGAS	77033139	10/31/2006	3450104	06/17/2008	Registered
FINEST	74458623	11/16/1993	1884477	03/21/1995	Registered
FROSTY ETCH	74514752	04/15/1994	1975283	05/21/1996	Registered
GAINSBOROUGH	71161093	03/22/1922	158693	09/12/1922	Registered
GIOCONDA	76126035	09/11/2000	2595614	07/16/2002	Registered
GRUMBACHER	73463492	01/31/1984	1329158	04/09/1985	Registered
JON GNAGY	74708325	07/31/1995	2025099	12/24/1996	Registered
JON GNAGY	73115288	02/10/1977	1102663	09/19/1978	Registered
KOH-I-NOOR	76117015	08/25/2000	2856229	06/22/2004	Registered
KOH-I-NOOR HARDTMUTH PENCILS SINCE 1790	76585864	04/07/2004	3159431	10/17/2006	Registered
LIQUIGLAZE	75433179	02/12/1998	2333723	03/21/2000	Registered
M MACO	78400219	04/12/2004	2957299	05/31/2005	Registered
MACO	73409542	01/17/1983	1274315	04/17/1984	Registered

Trademark	App No	Filing Date	Reg No	Reg Date	Status
MATERIALS & METHODS MATTER	90041671	07/08/2020			Pending
MAX GRUMBACHER	75934790	03/03/2000	2440765	04/03/2000	Registered
MELLOTEX	88451245	05/29/2019			Allowed
MOTO	90739412	05/27/2021			Pending
MUSEUM	76213633	02/21/2001	2629252	10/01/2002	Registered
PARIS PAPER	88681826	11/06/2019	6356937	05/18/2021	Registered
PARIS PAPER FOR PENS	88474294	06/14/2019	5949503	12/31/2019	Registered
PEEL-OFF	85342761	06/09/2011	4558126	07/01/2014	Registered
PERMALBA	73766440	11/30/1988	1554315	09/05/1989	Registered
PICKETT	74540887	06/22/1994	1939394	12/05/1995	Registered
PRE-TESTED	73254162	03/17/1980	1184354	01/05/1982	Registered
PRIMA	74474636	12/30/1993	1893874	05/16/1995	Registered
RAPIDESIGN	88621553	09/18/2019	6033205	04/14/2020	Registered
RES-N-GEL	73766543	11/30/1988	1554316	09/05/1989	Registered
SKILCRAFT	74162922	05/02/1991	1775944	06/08/1993	Registered
SUSAN SCHEEWE	74712504	08/08/1995	2025112	12/24/1996	Registered
THE ORIGINAL PAINT BY NUMBER	75673961	04/05/1999	2365460	07/04/2000	Registered
TURPENOID	73165247	04/06/1978	1112960	02/13/1979	Registered
VISIBLE HORSE	76449380	09/09/2002	2741550	07/29/2003	Registered
VISIBLE MAN	76448128	09/09/2002	2749939	08/12/2003	Registered
VISIBLE WOMAN	76447951	09/09/2002	2741531	07/29/2003	Registered
W	78398896	04/08/2004	3026917	12/13/2005	Registered
WEBER	74715547	08/14/1995	2054064	04/22/1997	Registered
WHEEL-LO	75076965	03/22/1996	2048981	04/01/1997	Registered
GAINSBOROUGH	71544080				
PRIMA	75322159	07/10/1997	2178439	08/04/1998	Registered

Trademark	App No	Filing Date	Reg No	Reg Date	Status
FADE-OUT (STYLIZED)	73267134	06/20/1980	1174191	07/28/1981	Registered

TRADEMARK

REEL: 007407 FRAME: 0867

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RECORDED: 08/30/2021