

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684548

| | |
|------------------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ABL Security Agreement |
| SEQUENCE: | 1 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------|----------|----------------|------------------------|
| MULTI-COLOR CORPORATION | | 10/29/2021 | Corporation: OHIO |
| W/S PACKAGING GROUP, INC. | | 10/29/2021 | Corporation: WISCONSIN |
| HAMMER PACKAGING CORP. | | 10/29/2021 | Corporation: NEW YORK |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | BARCLAYS BANK PLC |
| Street Address: | 745 Seventh Avenue, 8th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10019 |
| Entity Type: | Public Limited Company: UNITED KINGDOM |

PROPERTY NUMBERS Total: 25

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------------|
| Registration Number: | 2220529 | COMMUNICATING YOUR IMAGE |
| Registration Number: | 2712564 | CLEAR & SIMPLE |
| Registration Number: | 2020306 | CLEAR ADVANTAGE |
| Registration Number: | 3578166 | FLAMELESS |
| Registration Number: | 4142906 | PEEL & REVEAL |
| Registration Number: | 5576313 | RECYCLABEL |
| Registration Number: | 2641787 | SPEAR |
| Registration Number: | 5161688 | PULL-2-WIN |
| Registration Number: | 2887239 | |
| Registration Number: | 5125450 | DESIGNMAX |
| Registration Number: | 5147042 | DUAL PHASE |
| Registration Number: | 2747981 | EASY TAB |
| Registration Number: | 3996091 | FLEXWRAP |
| Registration Number: | 5138435 | GIVING BRANDS LIFE |

OP \$640.00 2220529

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------------|
| Registration Number: | 2887240 | LABEL UNIVERSE |
| Registration Number: | 2833400 | LABELS FOR LESS |
| Registration Number: | 2434205 | MULTIVISION |
| Registration Number: | 2455176 | PROMOPRISM |
| Registration Number: | 5276816 | SKINNERS |
| Registration Number: | 4916499 | SLOT-TICKETS |
| Registration Number: | 3736004 | W/S |
| Registration Number: | 2755291 | W/S |
| Registration Number: | 4952042 | WHITE PHANTOM |
| Registration Number: | 2702135 | WS PACKAGING GROUP, INC. |
| Registration Number: | 1138370 | LABEL ART |

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: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

| | |
|---------------------------|------------------|
| NAME OF SUBMITTER: | Elaine Carrera |
| SIGNATURE: | /Elaine Carrera/ |
| DATE SIGNED: | 10/29/2021 |

Total Attachments: 11

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ABL NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of October 29, 2021, made by each of the parties party hereto (collectively, the "Grantors"), in favor of BARCLAYS BANK PLC, as collateral agent for the Secured Parties (in such capacity, and together with its successors and assigns in such capacity, the "Agent") for the banks and other financial institutions (the "Lenders") that are parties to the ABL Credit Agreement, dated as of October 29, 2021 (as amended, amended and restated, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Agent, the Borrowers (as defined in the Credit Agreement) and the Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, each of the Borrowers is a member of an affiliated group of companies that includes each Grantor; and

WHEREAS, in connection with the Credit Agreement, the Borrowers, the Grantors and the other parties thereto have executed and delivered an ABL US Collateral Agreement, dated as of October 29, 2021, (as amended, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), in favor of the Agent; and

WHEREAS, pursuant to the Security Agreement, each Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in

the ordinary course of its business and Liens permitted under the Credit Agreement, pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all Trademarks now owned or at any time hereafter acquired by such Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MULTI-COLOR CORPORATION

By: 

Name: Kevin Kwilinski

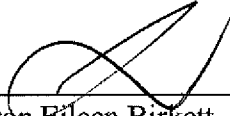
Title: Chief Executive Officer and President

[Signature Page to ABL Notice and Confirmation of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 007477 FRAME: 0308

W/S PACKAGING GROUP, INC.

By: _____


Name: Sharon Eileen Birkett

Title: President and Chief Executive Officer

[Signature Page to ABL Notice and Confirmation of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 007477 FRAME: 0309

HAMMER PACKAGING CORP.

By: ALEXANDER DIMITRIJEVIC

Name: Alexander Dimitrijevic

Title: Vice President

BARCLAYS BANK PLC,
as Agent



By: _____

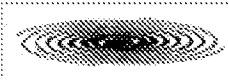
Name: Craig Malloy




Title: Director

SCHEDULE I

Trademark Registrations

| Mark | Owner | Status | Jursidiction |
|--|--------------------------|---|---------------------|
| COMMUNICATING YOUR IMAGE RN: 2220529 SN: 75425699 | Hammer Packaging Corp. | Filed: January 29, 1998 Registered: January 26, 1999 | United States |
| CLEAR & SIMPLE RN: 2712564 SN: 76143889 | Multi-Color Corporation | Filed: October 9, 2000 Registered: May 6, 2003 | United States |
| CLEAR ADVANTAGE RN: 2020306 SN: 74680219 | Multi-Color Corporation | Filed: May 26, 1995 Registered: December 3, 1996 | United States |
| FLAMELESS RN: 3578166 SN: 77060196 | Multi-Color Corporation | Filed: December 8, 2006 Registered: February 17, 2009 | United States |
| PEEL & REVEAL RN: 4142906 SN: 77506570 | Multi-Color Corporation | Filed: June 24, 2008 Registered: May 15, 2012 | United States |
| RECYCLABEL RN: 5576313 SN: 87043166 | Multi-Color Corporation | Filed: May 19, 2016 Registered: October 2, 2018 | United States |
| RESEALLABEL SN: 90016425 | Multi-Color Corporation | Allowed - Intent to Use Notice of Allowance Issued, December 29, 2020 Filed: June 23, 2020 | United States |
| SPEAR RN: 2641787 SN: 76140188 | Multi-Color Corporation | Filed: October 4, 2000 Registered: October 29, 2002 | United States |
| PULL-2-WIN RN: 5161688 SN: 86576544 | W/S Packaging Group, Inc | Filed: March 25, 2015 Registered: March 14, 2017 | United States |

| Mark | Owner | Status | Jursidiction |
|---|---------------------------|---|---------------|
| Design Only  RN: 2887239 SN: 76472957 | W/S Packaging Group, Inc. | Filed: December 9, 2002 Registered: September 21, 2004 | United States |
| DESIGNMAX RN: 5125450 SN: 86786841 | W/S Packaging Group, Inc. | Filed: October 13, 2015 Registered: January 17, 2017 | United States |
| DUAL PHASE RN: 5147042 SN: 86337793 | W/S Packaging Group, Inc. | Filed: July 15, 2014 Registered: February 21, 2017 | United States |
| EASY TAB RN: 2747981 SN: 76199817 | W/S Packaging Group, Inc. | Filed: January 25, 2001 Registered: August 5, 2003 | United States |
| FLEXWRAP RN: 3996091 SN: 85027741 | W/S Packaging Group, Inc. | Filed: April 30, 2010 Registered: July 19, 2011 | United States |
| GIVING BRANDS LIFE RN: 5138435 SN: 86772549 | W/S Packaging Group, Inc. | Filed: September 29, 2015 Registered: February 7, 2017 | United States |
| LABEL UNIVERSE RN: 2887240 SN: 76472958 | W/S Packaging Group, Inc. | Filed: December 9, 2002 Registered: September 21, 2004 | United States |
| LABELS FOR LESS RN: 2833400 SN: 76452631 | W/S Packaging Group, Inc. | Filed: September 23, 2002 Registered: April 13, 2004 | United States |
| MULTIVISION and Design | W/S Packaging Group, Inc. | Filed: June 7, 1999 Registered: March 6, 2001 | United States |

| Mark | Owner | Status | Jursidiction |
|--|---------------------------|--|---------------|
|  RN: 2434205 SN: 75722956 | | | |
| PROMOPRISM RN: 2455176 SN: 76025432 | W/S Packaging Group, Inc. | Filed: April 14, 2000 Registered: May 29, 2001 | United States |
| SKINNERS RN: 5276816 SN: 86576520 | W/S Packaging Group, Inc. | Filed: March 25, 2015 Registered: August 29, 2017 | United States |
| SLOT-TICKETS RN: 4916499 SN: 86307900 | W/S Packaging Group, Inc. | Filed: June 12, 2014 Registered: March 15, 2016 | United States |
| W/S and Design  RN: 3736004 SN: 77636435 | W/S Packaging Group, Inc. | Filed: December 18, 2008 Registered: January 12, 2010 | United States |
| W/S and Design  RN: 2755291 SN: 76372543 | W/S Packaging Group, Inc. | Filed: February 15, 2002 Registered: August 26, 2003 | United States |
| WHITE PHANTOM RN: 4952042 | W/S Packaging Group, Inc. | Filed: July 15, 2014 Registered: May 3, 2016 | United States |

| Mark | Owner | Status | Jursidiction |
|--|---------------------------|---|------------------|
| SN: 86337780 | | | |
| WS PACKAGING GROUP, INC. RN: 2702135 SN: 76372532 | W/S Packaging Group, Inc. | Filed: February 15, 2002 Registered: April 1, 2003 | United States |
| LABEL ART RN: 1138370 SN: 73187245 | W/S Packaging Group, Inc. | Filed: September 27, 1978 Registered: August 5, 1980 | United States |