

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684557

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Cash Flow Security Agreement
SEQUENCE:	2

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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CASH FLOW 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 Cash Flow 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 a Cash Flow Guarantee and 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.

* * *

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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 Cash Flow Notice and Confirmation of Grant of Security Interest in Trademarks]

TRADEMARK
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HAMMER PACKAGING CORP.

By: ALEXANDER DIMITRJEVIC

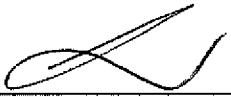
Name: Alexander Dimitrijevic

Title: Vice President

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

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W/S PACKAGING GROUP, INC.

By:  _____

Name: Sharon Eileen Birkett

Title: President and Chief Executive Officer

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

TRADEMARK
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BARCLAYS BANK PLC,
as Agent

By: Charlene Saldanha
Name: Charlene Saldanha
Title: Vice President

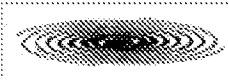
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SCHEDULE I

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