

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689051

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest in Trademarks recorded at R/F 6225/0275		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		11/17/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Southern Graphics Inc.		
Street Address:	5301 Lewis Road		
City:	Sandston		
State/Country:	VIRGINIA		
Postal Code:	23150		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5231728	ARMSTRONGWHITE	
Registration Number:	5130107		
Registration Number:	5130106		
Registration Number:	5309217	MARKS	
Registration Number:	5130105	SGSCO	
Registration Number:	5166392	TRAFFIK	
Registration Number:	5279539	WEBB DEVLAM	
Serial Number:	87134817	R5	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	042525-0132		

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NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	11/18/2021
Total Attachments: 4 source=Southern Graphic - 2L Trademark Release - SGS - Nov 2021#page1.tif source=Southern Graphic - 2L Trademark Release - SGS - Nov 2021#page2.tif source=Southern Graphic - 2L Trademark Release - SGS - Nov 2021#page3.tif source=Southern Graphic - 2L Trademark Release - SGS - Nov 2021#page4.tif	

RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of November 17, 2021, is made by Bank of America, N.A., as Administrative Agent (in such capacity, the “Administrative Agent”) in favor of Southern Graphic Systems, LLC (formerly Southern Graphic Systems, Inc.) and Southern Graphics Inc. (“Grantors”). Capitalized terms not defined herein shall have the meaning ascribed to them, directly or by reference, in the Trademark Security Agreement (as defined below).

WHEREAS, the Grantors, together with the other grantors party thereto, executed and delivered that certain Second Lien Pledge and Security Agreement, dated as of December 8, 2017, in favor of the Administrative Agent (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”);

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantors executed and delivered that certain Second Lien Trademark Security Agreement, dated December 8, 2017 in favor of the Administrative Agent (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office on December 11, 2017 at Reel/Frame 6225/0262 for Southern Graphic Systems, LLC and at Reel/Frame 6225/0275 for Southern Graphics Inc.;

WHEREAS, pursuant to the Pledge and Security Agreement and the Trademark Security Agreement, the Grantors granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the following property then or at any time thereafter owned by the Grantors or in which the Grantors then had or at any time thereafter acquired any right, title or interest: (i) all U.S. federal and state and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, designs and general tangibles of a like nature, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or any other country or any political subdivision thereof, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world, (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iii) all extensions and renewals of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, (vi) and all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”), and

WHEREAS, the Grantors have requested that the Administrative Agent now terminate and release its Security Interest in the Trademark Collateral.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Administrative

Agent hereby (i) terminates the Trademark Security Agreement, (ii) terminates and releases the Security Interest in the Trademark Collateral, and (iii) re-assigns to the Grantors any right, title or interest it may have in the Trademark Collateral, in each case without recourse to, or representation or warranty by, the Administrative Agent.

Grantors (and any successor to Grantors, including any person or entity hereafter holding any right, title or interest in and to the Trademark Collateral) is hereby authorized to record this Release with the United States Patent and Trademark Office, at Grantors' sole cost and expense.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered as of the date first above written.

BANK OF AMERICA, N.A.,
as Administrative Agent

By: Mary Lawrence
Name:

Title: Mary Lawrence
AVP; Agency Management Officer

Signature Page to Release of Second Lien Security Interest in Trademarks