

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM739213

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DISC GRAPHICS, INC.		07/06/2022	Corporation: DELAWARE
PI PACKAGING, LLC		07/06/2022	Limited Liability Company: DELAWARE
POHLIG BROS., LLC		07/06/2022	Limited Liability Company: DELAWARE
OLIVER PACKAGING, LLC		07/06/2022	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	NXT Capital, LLC, as Administrative Agent
<b>Street Address:</b>	191 N. Wacker Drive, 30th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
<b>Registration Number:</b>	2313671	DISC GRAPHICS
<b>Registration Number:</b>	4669795	DISC
<b>Registration Number:</b>	4323384	ASPECIALTYBOX.COM
<b>Registration Number:</b>	2015303	CENTURY
<b>Registration Number:</b>	5995860	OLIVER
<b>Registration Number:</b>	5995869	O

## CORRESPONDENCE DATA

Fax Number: 3125774565

*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: 312-577-8265

Email: kristin.brozovic@katten.com

Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe St

Address Line 4: Chicago, ILLINOIS 60661

TRADEMARK

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<b>ATTORNEY DOCKET NUMBER:</b>	342663-335
<b>NAME OF SUBMITTER:</b>	Kristin Brozovic
<b>SIGNATURE:</b>	/Kristin Brozovic/
<b>DATE SIGNED:</b>	07/06/2022

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 6, 2022, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of NXT CAPITAL, LLC (“NXT”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 6, 2022 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among (a) OLIVER INVESTORS, LP, a Delaware limited partnership, and immediately following the Closing Date Acquisition and Holdings Assumption, OLIVER PRINTING AND PACKAGING, INC., a Delaware corporation, (b) OLIVER ACQUISITION, LLC, a Delaware limited liability company, and immediately following the Closing Date Acquisition and Borrower Assumption, OLIVER PACKAGING, LLC, a Delaware limited liability company, (c) each other Person party thereto that is identified on the signature pages thereto or in a joinder thereto as a “Loan Party” (including, without limitation, the Grantors), (d) NXT, as Administrative Agent for the financial institutions from time to time party thereto as “Lenders” and (e) the Lenders from time to time party thereto, the Lenders and Letter of Credit Issuers have severally agreed to make extensions of credit to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Letter of Credit Issuers and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Letter of Credit Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Notwithstanding anything to the contrary contained herein or in the Guaranty and Security Agreement, the Trademark Collateral shall not include any Excluded Property.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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 agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**DISC GRAPHICS, INC.**, a Delaware corporation, as a Grantor

DocuSigned by:  
By: Stephen Ernst  
Name: Stephen Ernst  
Title: Chief Financial Officer

**PI PACKAGING, LLC**, a Delaware limited liability company, as a Grantor

DocuSigned by:  
By: Stephen Ernst  
Name: Stephen Ernst  
Title: Chief Financial Officer

**POHLIG BROS., LLC**, a Delaware limited liability company, as a Grantor

DocuSigned by:  
By: Stephen Ernst  
Name: Stephen Ernst  
Title: Chief Financial Officer

**OLIVER PACKAGING, LLC**, a Delaware limited liability company, as a Grantor

DocuSigned by:  
By: Stephen Ernst  
Name: Stephen Ernst  
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
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ACCEPTED AND AGREED  
as of the date first above written:

NXT CAPITAL, LLC, as Administrative Agent

By: Julia Allman  
Name: Julia Allman  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 007771 FRAME: 0794**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

United States Registered Trademarks and Trademark Applications

Grantor	Trademark Title	Trademark Serial Number	Registration Number	Registration Date	Jurisdiction
Disc Graphics, Inc.	DISC GRAPHICS	75558441	2313671	02/01/00	U.S.
Disc Graphics, Inc.	DISC	86120384	4669795	01/13/15	U.S.
PI Packaging, LLC	ASPECIALTYBO X.COM	85676623	4323384	04/23/13	U.S.
Pohlig Bros., LLC	CENTURY	75005423	2015303	11/12/96	U.S.
Oliver Packaging, LLC	OLIVER	88553915	5995860	02/25/20	U.S.
Oliver Packaging, LLC	O	88554044	5995869	02/25/20	U.S.