

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835263

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900779924

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MAI CR ACQUISITION, INC.		06/16/2023	Corporation: DELAWARE
MARK' ANDY, INC.		06/16/2023	Corporation: MISSOURI
Brandtjen and Kluge, LLC		06/16/2023	Limited Liability Company: MISSOURI
MAI Holdings, Inc.		06/16/2023	Corporation: DELAWARE
MAI Capital Holdings, Inc.		06/16/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	5915194	DIGITAL ONE
Registration Number:	4822637	VERSA MAX
Registration Number:	5012273	QCDC
Registration Number:	5000404	QUICK CHANGE DIE CUT
Registration Number:	0765029	KLUGE
Registration Number:	2775199	COMCO
Registration Number:	0602223	A. B. DICK
Registration Number:	1325455	KLUGE
Registration Number:	0604247	A-B- DICK
Registration Number:	0608178	A. B. DICK
Registration Number:	0617674	ABDICK
Registration Number:	0617867	ABDICK
Registration Number:	3040968	A SMARTER WAY TO PRINT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3103652	MOMENTUM
Registration Number:	1995118	ROTOFLEX
Registration Number:	1450211	MEGA
Registration Number:	3274823	MARK ANDY
Registration Number:	3290960	MARK ANDY
Registration Number:	1081593	ARPECO
Registration Number:	1089573	ARPECO
Registration Number:	3549542	AURORA PRO
Registration Number:	3546443	AURORA
Registration Number:	2513380	ANTHEM
Registration Number:	2589329	PROFIRE
Registration Number:	1701282	PRESSTEK
Registration Number:	2598692	DIMENSION
Registration Number:	1711005	DI

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: timothy.pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye (074658-22111 F.M.)

Address Line 1: Blank Rome LLP

Address Line 2: One Logan Square, 8th floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 074658-22111

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 08/29/2023

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of this 16th day of June, 2023, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Export-Import Credit and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”) among MARK ANDY, INC., a Missouri corporation (“Mark Andy”), BRANDTJEN AND KLUGE, LLC, a Missouri limited liability company (“B&K” and together with Mark Andy and each Person organized under the laws of a state of the United States which is joined thereto as a borrower from time to time, collectively, the “Borrowers” and each a “Borrower”), MAI CR ACQUISITION, INC., a Delaware corporation (“MAI Acquisition”), MAI HOLDINGS, INC., a Delaware corporation (“MAI Holdings”), MAI CAPITAL HOLDINGS, INC., a Delaware corporation (“MAI Capital” and together with MAI Acquisition, MAI Holdings and each Person organized under the laws of a state of the United States which is joined thereto as a guarantor from time to time, collectively, the “US Guarantors” and each a “US Guarantor”), MARK ANDY CANADA INC., a British Columbia corporation (“Mark Andy Canada” and together with each Person organized under the laws of Canada or a province or territory thereof which is joined thereto as a guarantor from time to time, the “Canadian Guarantors” and each a “Canadian Guarantor”), MARK ANDY UK LIMITED, a private limited company incorporated in England and Wales (“Mark Andy UK”), MAI UK HOLDINGS LIMITED, a private limited company incorporated in England and Wales (“UK Holdings” and together with Mark Andy UK and each Person organized under the laws of England and Wales which is joined hereto as a guarantor from time to time, the “UK Guarantors” and each a “UK Guarantor” and together with the US Guarantors and the Canadian Guarantors, collectively, the “Guarantors” and each a “Guarantor” and together with the Borrowers, collectively the “Loan Parties” and each a “Loan Party”), the financial institutions named therein or which hereafter become a party thereto as lenders (the “Lenders”) and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first-priority security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names and mask works (collectively, the "Trademarks"), copyrights and copyright applications (collectively, "Copyrights"), patents, industrial designs, industrial design applications and patent applications (collectively, the "Patents"), any Licenses for any of the foregoing (collectively, the "Licenses"), including those referred to on Schedule I hereto, and any licenses for and the associated goodwill in connection with any of the foregoing;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Copyright, Patent or License.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, Copyrights, Patents or Licenses, this Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademarks, Copyrights, Patents or Licenses. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademarks, Copyrights, Patents or Licenses of Grantors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Intellectual Property Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement or any Other Document refer to this

Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. GOVERNING LAW. This Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws principles which would have the effect of applying the laws of any other jurisdiction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW.]

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

GRANTORS:

MAI CR ACQUISITION, INC.,
a Delaware corporation

By: Matthew Conway
Name: Matthew Conway
Title: Vice President

MARK' ANDY, INC.,
a Missouri corporation

By: Matthew Conway
Name: Matthew Conway
Title: Vice President

BRANDTJEN AND KLUGE, LLC,
a Missouri limited liability company

By: Matthew Conway
Name: Matthew Conway
Title: Vice President

MAI HOLDINGS, INC.,
a Delaware corporation

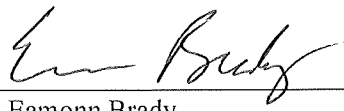
By: Matthew Conway
Name: Matthew Conway
Title: Vice President

MAI CAPITAL HOLDINGS, INC.,
a Delaware corporation

By: Matthew Conway
Name: Matthew Conway
Title: Vice President

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Eamonn Brady
Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008180 FRAME: 0936

SCHEDULE I

Trademarks:

Mark Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)
 DIGITAL	United States	Mark Andy Inc.	11/19/2019 09/14/2016	RN: 5915194 SN: 87170995
VERSA MAX	United States	MAI Capital Holdings, Inc.	12/30/2014 07/23/2013	RN: 4822637 SN: 86017053
QCDC	United States	Mark Andy Inc.	08/02/2016 12/03/2015	RN: 5012273 SN: 86838393
QUICK CHANGE DIE CUT	United States	Mark Andy Inc.	07/12/2016 12/03/2015	RN: 5000404 SN: 86838413
KLUGE	United States	Brandtjen and Kluge, LLC	02/18/1964 04/04/1963	RN: 0765029 SN: 72166062
COMCO	United States	MAI Capital Holdings, Inc.	10/21/2003 07/29/2003	RN: 2775199 SN: 76468651
A. B. DICK	United States	Mark Andy, Inc.	02/15/1955 02/01/1954	RN: 0602223 SN: 71660391
KLUGE	United States	Brandtjen and Kluge, LLC	03/19/1985 02/27/1984	RN: 1325455 SN: 73467664
A-B- DICK	United States	Mark Andy, Inc.	04/05/1955 02/01/1954	RN: 0604247 SN: 71660390
A. B. DICK	United States	Mark Andy, Inc.	07/05/1955 01/26/1954	RN 0608178 SN: 71660119
ABDICK	United States	Mark Andy, Inc.	12/20/1955 02/01/1954	RN: 0617674 SN: 71660389
 ABDICK	United States	Mark Andy, Inc.	12/20/1955 04/13/1953	RN: 0617867 SN: 71645123
A SMARTER WAY TO PRINT	United States	Mark Andy UK Ltd.; Mark Andy, Inc.	01/10/2006 11/03/2004	RN: 3040968 SN: 78510502
MOMENTUM	United States	Mark Andy UK Ltd.; Mark Andy, Inc.	06/13/2006 05/16/2005	RN: 3103652 SN: 78630409
 ROTOFLEX	United States	Mark Andy Canada Inc.; Mark Andy, Inc.	08/20/1996 06/21/1995	RN: 1995118 SN: 74691702
 MEGA	United States	Mark Andy, Inc.	08/04/1987 05/30/1984	RN: 1450211 SN: 73482985
MARK ANDY	United States	MAI Capital Holdings, Inc.	08/07/2007 04/14/2006	RN: 3274823 SN: 78861936
MARK ANDY	United States	MAI Capital Holdings, Inc.	09/11/2007 07/17/2006	RN: 3290960 SN: 78930746
ARPECO	United States	Mark Andy, Inc.	01/10/1978 03/08/1977	RN: 1081593 SN: 73118389

Mark Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)
ARPECO	United States	Mark Andy, Inc.	04/18/1978 03/08/1977	RN: 1089573 SN: 73118388
AURORA PRO	United States	Mark ⁷ Andy, Inc.	12/23/2008 04/24/2008	RN: 3549542 SN: 77456662
AURORA	United States	Mark ⁷ Andy, Inc.	12/16/2008 04/23/2008	RN: 3546443 SN: 77455895
ANTHEM	United States	Mark Andy UK Ltd.; Mark ⁷ Andy, Inc.	11/27/2001 01/20/2000	RN: 2513380 SN: 75899831
PROFIRE	United States	Mark ⁷ Andy, Inc.; Mark Andy UK Ltd.	07/02/2002 03/14/2000	RN: 2589329 SN: 75943512
PRESSTEK	United States	Mark ⁷ Andy, Inc.; Mark Andy UK Ltd.	07/21/1992 04/28/1992	RN: 1701282 SN: 74154011
DIMENSION	United States	Mark ⁷ Andy, Inc.; Mark Andy UK Ltd.	07/23/2002 01/20/2000	RN: 2598692 SN: 75899832
DI	United States	Mark Andy UK Ltd.; Mark ⁷ Andy, Inc.	09/01/2002 04/04/1991	RN: 1711005 SN: 74154010

Patents:

Patent Name	Owner	Application No.	Date of Application	Date of Registration	Reg. No.
Doctor Blade Holder and Adjustment Mechanism	Mark Andy, Inc.	15/616060	07-Jun- 2017	26-May- 2020	10661555
Printing Members Having Solubility-Transition Layers and Related Methods	Mark Andy, Inc.	11/090711	25-Mar- 2005	11-Jul- 2006	7073440
Lithographic Imaging with Printing Members Having Hydrophilic, Surfactant- Containing Top Layers	Mark Andy, Inc.	11/937869	09-Nov-2007	12-Jun- 2012	8198010
Printing Members Having Permeability-Transition Layers and Related Methods	Mark Andy, Inc.	12/466760	15- May-2009	08-May- 2012	8173346
Lithographic Imaging and Printing Without Defects of Electrostatic Origin	Mark Andy, Inc.	13/750546	25-Jan-2013	01-Apr- 2014	8685623
Ablation-Type Lithographic Printing Members Having Improved Exposure	Mark Andy, Inc.	13/109651	17- May-2011	03-Mar- 2015	8967043

Sensitivity and Related Methods					
Ablation-Type Lithographic Printing Members Having Improved Exposure Sensitivity and Related Methods	Mark Andy, Inc.	13/295300	14-Nov-2011	12-Jul- 2016	9387659
Ablation-Type Lithographic Printing Members Having Improved Shelf Life and Related Methods	Mark Andy, Inc.	13/591946	22-Aug-2012	12-Jul- 2016	9387660
Lithographic Printing Plate Precursors and Coating	Mark Andy, Inc.	15/033198	29-Apr- 2016	03-Jul- 2018	10012904
Lithographic Imaging and Printing Without Defects of Electrostatic Origin	Mark Andy, Inc. & Mark Andy UK Ltd.	15/221996	28-Jul- 2016	25-Aug- 2020	10752037
Partial Cure of UV Inks During Printing	Mark Andy, Inc.	14/519978	21-Oct-2014	21-Feb- 2017	9573391
Digital Printing Press Having a Modular and Reliable Ink Delivery System	Mark Andy, Inc.	14/519992	21-Oct-2014	03-Nov- 2015	9174446
Method and Apparatus for In-Line Solventless Lamination	Mark Andy, Inc.	14/309886	16-Jun- 2014	31-Jul- 2018	10035338

Copyrights:

Copyright Title	Owner	Reg. No.	Date of Registration
UV Curing: A White Paper	MAI Capital Holdings, Inc.	TX0004843087	August 25, 1998