

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM837015

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment of Second Lien Trademark Security Agreement
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as original collateral agent		08/31/2023	Bank: SWITZERLAND

## RECEIVING PARTY DATA

<b>Name:</b>	Royal Bank of Canada, as successor collateral agent
<b>Street Address:</b>	155 Wellington Street West, 8th Floor
<b>City:</b>	Toronto
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5V 3K7
<b>Entity Type:</b>	Bank: CANADA

## PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	5256409	ADVANCED LABELS NW
Registration Number:	5256408	ADVANCED LABELS NW
Registration Number:	5256407	RAYPRESS
Registration Number:	5255306	NATIONAL REACH. LOCAL TOUCH.
Registration Number:	5269606	ADVANCED LABELS SUPERIOR LABEL SOLUTIONS
Registration Number:	5054703	TML
Registration Number:	5220966	TML TAYLORMADELABELS CUSTOM LABELS/DESIG
Registration Number:	5054704	TML
Registration Number:	5202812	LITHO FLEXO
Registration Number:	5198121	TAYLOR MADE
Registration Number:	5202808	LITHO FLEXO
Registration Number:	4968178	FOX TAG + LABEL
Registration Number:	4795297	OXFORD GRAPHICS
Registration Number:	4785991	OXFORD GRAPHICS
Registration Number:	4790599	RESOURCE LABEL GROUP
Registration Number:	4782031	RESOURCE LABEL
Registration Number:	4799106	FOX TAG + LABEL

CH \$865.00 5256409

Property Type	Number	Word Mark
Registration Number:	4789531	
Registration Number:	4764375	TLC
Registration Number:	4764355	TLC
Registration Number:	4127887	MID SOUTH RFID
Registration Number:	4127888	RESOURCE LABEL GROUP
Registration Number:	3278370	BEST LABEL
Registration Number:	3011017	TLC THE LABEL COMPANY
Registration Number:	5309798	CELLOTAPE
Registration Number:	5189461	CT RAPID PRINT
Registration Number:	5189462	CT RAPID PRINT
Registration Number:	5988689	PARAGON
Registration Number:	2394086	PARAGON LABEL
Registration Number:	5971949	YOUR LABELS NOW.COM
Registration Number:	4772913	YOUR LABELS NOW.COM
Registration Number:	4760132	YOURLABELSNOW.COM
Registration Number:	4528717	PAMCO
Serial Number:	90310563	MCDOWELL

#### CORRESPONDENCE DATA

**Fax Number:**

*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:** 2136207848

**Email:** iprecordations@whitecase.com

**Correspondent Name:** Justine Lu/White & Case LLP

**Address Line 1:** 555 South Flower Street, Suite 2700

**Address Line 4:** Los Angeles, CALIFORNIA 90071

<b>ATTORNEY DOCKET NUMBER:</b>	1111002-0313-S216
<b>NAME OF SUBMITTER:</b>	Justine Lu
<b>SIGNATURE:</b>	/Justine Lu/
<b>DATE SIGNED:</b>	09/05/2023

**Total Attachments: 8**

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**ASSIGNMENT OF SECOND LIEN TRADEMARK SECURITY AGREEMENT**

**THIS ASSIGNMENT OF SECOND LIEN TRADEMARK SECURITY AGREEMENT** (the "Assignment") is made and entered into as of August 31, 2023 by **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**, as the original collateral agent (in such capacity, "Assignor"), in favor of **ROYAL BANK OF CANADA** (of 155 Wellington Street West, 8th Floor, Toronto, ON M5V 3K7), as the successor collateral agent (in such capacity, "Assignee").

W I T N E S S E T H

WHEREAS, Assignor is party to that certain Security Agreement, dated as of July 8, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Cellotape, Inc., PAMCO Printed Tape & Label Co., Inc., Paragon Labels, LLC, Resource Label Group LLC, and Your Labels Now LLC (each, a "Grantor" and collectively, the "Grantors"), the other grantors party thereto, and Assignor;

WHEREAS, pursuant to (i) the Security Agreement and (ii) the Second Lien Trademark Security Agreement made by the Grantors in favor of Assignor recorded at the United States Patent and Trademark Office on July 8, 2021 at Reel/Frame 7349/0815 (the "Trademark Security Agreement"), the Grantors have granted to Assignor a security interest in all of each such Grantor's right, title or interest in or to any and all of the Trademark Collateral (as such term is used in the Trademark Security Agreement), including the Trademarks (as such term is used in the Trademark Security Agreement) set forth on Schedule I; and

WHEREAS, pursuant to that certain Resignation, Waiver and Appointment Agreement, dated as of August 31, 2023 ("the Agreement"), among the Grantors, Assignor, Assignee and the other parties thereto, Assignor has resigned as collateral agent and administrative agent under the Credit Agreement (as defined in the Agreement) (the "Credit Agreement"), the Security Agreement and the other Loan Documents (as defined in the Credit Agreement), Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as collateral agent and administrative agent thereunder; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest in, to and under the Security Agreement and the Trademark Security Agreement, including, without limitation, Assignor's security interest in, and lien on, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings specified in the Agreement, Security Agreement or Credit Agreement.
2. Assignment. Assignor hereby transfers, assigns, grants and conveys to Assignee for the

ratable benefit of the Secured Parties all of its right, title and interest in, to and under the Security Agreement, Credit Agreement and the Trademark Security Agreement, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and liens.

3. Acknowledgment of Grantor. The security interest assigned to Assignee as the new collateral agent for the Secured Parties pursuant to this Assignment, has been granted in conjunction with the security interest granted pursuant to the Security Agreement and Trademark Security Agreement, and each Grantor hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Trademark Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Trademark Collateral are more fully set forth in the Security Agreement, Credit Agreement, Agreement and the Trademark Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above first written.

**ASSIGNOR:**

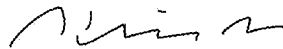
**CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH**, as the original collateral agent



By: \_\_\_\_\_

Name: Mikhail Faybusovich

Title: Authorized Signatory



By: \_\_\_\_\_

Name: Heesu Sin

Title: Authorized Signatory

**ACCEPTED AND AGREED**

as of the date above first written:

**ASSIGNEE:**

**ROYAL BANK OF CANADA,**

as the successor collateral agent

By:                     *Casey Clark*                    

Name: Casey Clark

Title: Manager, Agency Services

By: \_\_\_\_\_

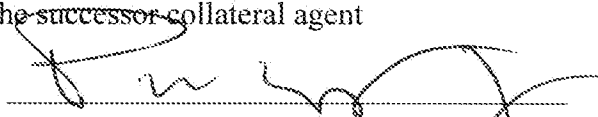
Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ASSIGNEE:**

**ROYAL BANK OF CANADA,**  
as the ~~successor~~ collateral agent

By: 

Name: Pierre Norcia  
Authorized Signatory

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTED AND AGREED**

as of the date above first written:

**GRANTORS:**

**CELLOTAPE, INC.,**

as Grantor

By: WOKent

Name: William Kent

Title: Chief Financial Officer and Treasurer

**PAMCO PRINTED TAPE & LABEL CO., INC.,**

as Grantor

By: WOKent

Name: William Kent

Title: Chief Financial Officer and Treasurer

**PARAGON LABELS, LLC,**

as Grantor

By: WOKent

Name: William Kent

Title: Chief Financial Officer and Treasurer

**RESOURCE LABEL GROUP, LLC,**

as Grantor

By: WOKent

Name: William Kent

Title: Chief Financial Officer and Treasurer

**YOUR LABELS NOW LLC,**

as Grantor

By: WOKent

Name: William Kent

Title: Chief Financial Officer and Treasurer

[Signature Page to Assignment of Second Lien Trademark Security Agreement]



**Schedule I**

**TRADEMARKS**

<b>Trademark</b>	<b>Country</b>	<b>Status</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
MCDOWELL	US	Pending	App 90310563	App 10-NOV- 2020			RESOURCE LABEL GROUP, LLC
ADVANCED LABELS NW	US	Registered	App 87304001	App 17-JAN- 2017	Reg 5256409	Reg 01- AUG-2017	RESOURCE LABEL GROUP, LLC
ADVANCED LABELS NW	US	Registered	App 87303989	App 17-JAN- 2017	Reg 5256408	Reg 01- AUG-2017	RESOURCE LABEL GROUP, LLC
RAYPRESS	US	Registered	App 87302994	App 16-JAN- 2017	Reg 5256407	Reg 01- AUG-2017	RESOURCE LABEL GROUP, LLC
NATIONAL REACH. LOCAL TOUCH.	US	Registered	App 87276037	App 21-DEC- 2016	Reg 5255306	Reg 01- AUG-2017	RESOURCE LABEL GROUP, LLC
ADVANCED LABELS SUPERIOR LABEL SOLUTIONS N W	US	Registered	App 87253892	App 01-DEC- 2016	Reg 5269606	Reg 22- AUG-2017	RESOURCE LABEL GROUP, LLC
TML	US	Registered	App 86936296	App 10-MAR- 2016	Reg 5054703	Reg 04- OCT-2016	RESOURCE LABEL GROUP, LLC
TML TAYLORMADE LABELS CUSTOM LABELS/DESIG N/LABELING SYSTEMS	US	Registered	App 86936285	App 10-MAR- 2016	Reg 5220966	Reg 13- JUN-2017	RESOURCE LABEL GROUP, LLC
TML	US	Registered	App 86936313	App 10-MAR- 2016	Reg 5054704	Reg 04- OCT-2016	RESOURCE LABEL GROUP, LLC
LITHO FLEXO	US	Registered	App 86921134	App 26-FEB- 2016	Reg 5202812	Reg 16- MAY-2017	RESOURCE LABEL GROUP, LLC
TAYLOR MADE	US	Registered	App 86918288	App 24-FEB- 203	Reg 5198121	Reg 09- MAY-2017	RESOURCE LABEL GROUP, LLC
LITHO FLEXO	US	Registered	App 86918303	App 24-FEB- 2016	Reg 5202808	Reg 16- MAY-2017	RESOURCE LABEL GROUP, LLC
FOX TAG + LABEL	US	Registered	App 86762514	App 21-SEP- 2015	Reg 4968178	Reg 31- MAY-2016	RESOURCE LABEL GROUP, LLC
OXFORD GRAPHICS	US	Registered	App 86548393	App 27-FEB- 2015	Reg 4795297	Reg 18- AUG-2015	RESOURCE LABEL GROUP, LLC
OXFORD GRAPHICS	US	Registered	App 86548397	App 27-FEB- 2015	Reg 4785991	Reg 04- AUG-2015	RESOURCE LABEL GROUP, LLC
RESOURCE LABEL GROUP	US	Registered	App 86512072	App 23-JAN- 2015	Reg 4790599	Reg 11- AUG-2015	RESOURCE LABEL GROUP, LLC
RESOURCE	US	Registered	App	App 15-JAN-	Reg	Reg 28-	RESOURCE LABEL

Trademark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
LABEL			86504075	2015	4782031	JUL-2015	GROUP, LLC
FOX TAG + LABEL	US	Registered	App 86498173	App 08-JAN-2015	Reg 4799106	Reg 25-AUG-2015	RESOURCE LABEL GROUP, LLC
Design Only	US	Registered	App 86480157	App 15-DEC-2014	Reg 4789531	Reg 11-AUG-2015	RESOURCE LABEL GROUP, LLC
TLC	US	Registered	App 86450525	App 11-NOV-2014	Reg 4764375	Reg 30-JUN-2015	RESOURCE LABEL GROUP, LLC
TLC	US	Registered	App 86450242	App 10-NOV-2014	Reg 4764355	Reg 30-JUN-2015	RESOURCE LABEL GROUP, LLC
MID SOUTH RFID	US	Registered	App 85264517	App 11-MAR-2011	Reg 4127887	Reg 17-APR-2012	RESOURCE LABEL GROUP, LLC
RESOURCE LABEL GROUP	US	Registered	App 85264525	App 11-MAR-2011	Reg 4127888	Reg 17-APR-2012	RESOURCE LABEL GROUP, LLC
BEST LABEL	US	Renewed (Registered )	App 76665661	App 06-SEP-2006	Reg 3278370	Reg 14-AUG-2007	RESOURCE LABEL GROUP, LLC
TLC THE LABEL COMPANY	US	Renewed (Registered )	App 78444875	App 01-JUL-2004	Reg 3011017	Reg 01-NOV-2005	RESOURCE LABEL GROUP, LLC
CELLOTAPE	US	Registered	App 87349510	App 24-FEB-2017	Reg 5309798	Reg 17-OCT-2017	CELLOTAPE, INC.
CT RAPID PRINT	US	Registered	App 87066677	App 09-JUN-2016	Reg 5189461	Reg 25-APR-2017	CELLOTAPE, INC.
CT RAPID PRINT	US	Registered	App 87066687	App 09-JUN-2016	Reg 5189462	Reg 25-APR-2017	CELLOTAPE, INC.
PARAGON	US	Registered	App 88507346	App 10-JUL-2019	Reg 5988689	Reg 18-FEB-2020	PARAGON LABELS, LLC
PARAGON LABEL	US	Renewed (Registered )	App 75552888	App 15-SEP-1998	Reg 2394086	Reg 10-OCT-2000	PARAGON LABELS, LLC
YOUR LABELS NOW.COM	US	Registered	App 88499046	App 03-JUL-2019	Reg 5971949	Reg 28-JAN-2020	YOUR LABELS NOW LLC
YOUR LABELS NOW.COM	US	Registered	App 86460769	App 20-NOV-2014	Reg 4772913	Reg 14-JUL-2015	YOUR LABELS NOW LLC
YOUR LABELS NOW.COM	US	Registered	App 86444496	App 04-NOV-2014	Reg 4760132	Reg 23-JUN-2015	YOUR LABELS NOW LLC
PAMCO	U.S.	Registered	86050594	28-AUG-2013	4528717	13-MAY-2014	PAMCO PRINTED TAPE & LABEL CO. INC.

**TRADEMARK**

**RECORDED: 09/05/2023**

**REEL: 008188 FRAME: 0088**