

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426860

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trojan Lithograph Corporation		05/08/2017	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	The Privatebank and Trust Company		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4230557	ALLPAKTROJAN PRINT+PACKAGING+DISPLAY	
Registration Number:	4122739	ALLPAKTROJAN	
Registration Number:	4763078	TROJANLITHO	
Registration Number:	5096856	PACKAGE TO WIN	
CORRESPONDENCE DATA			
Fax Number:	3124607000		
<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:	13124605892		
Email:	tvanlonkhuyzen@seyfarth.com		
Correspondent Name:	Tyler Vanlonkhuyzen		
Address Line 1:	Willis Tower 233 S. Wacker Drive		
Address Line 2:	Seyfarth Shaw LLP, Suite 8000		
Address Line 4:	Chicago, ILLINOIS 60606-6448		
ATTORNEY DOCKET NUMBER:	58550-59		
NAME OF SUBMITTER:	Tyler Vanlonkhuyzen		
SIGNATURE:	/Tyler Vanlonkhuyzen/		
DATE SIGNED:	05/09/2017		
Total Attachments: 6			

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This TRADEMARK SECURITY AGREEMENT, dated as of May 8, 2017, is made by the entity listed on the signature page hereof (the "Grantor"), in favor of The PrivateBank and Trust Company ("The PrivateBank"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties:

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 8, 2017 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among Trojan Lithograph Corporation (the "Borrower"), the other Credit Parties (as defined in the Credit Agreement) from time to time party thereto, the Lenders and the L/C Issuers (as defined in the Credit Agreement) from time to time party thereto, and The PrivateBank, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"); and

WHEREAS, the Grantor is entering into this Trademark Security Agreement pursuant to the terms of the Guaranty and Security Agreement.

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

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

Section 2. Grant of Security Interest in Trademark Collateral. 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, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 Grantor (the "Trademark Collateral");

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to 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 Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of 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.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the 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.

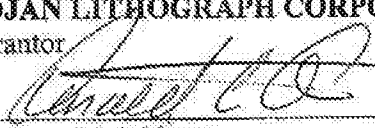
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[Signature Page Follows]

IN WITNESS WHEREOF, 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.

TROJAN LITHOGRAPH CORPORATION,
as Grantor

By: _____


Donald Atkinson
Chief Financial Officer and Secretary

ACKNOWLEDGED AND AGREED
as of the date first above written:

THE PRIVATEBANK AND TRUST COMPANY,
as Agent

By: _____

Michael Mullen
Illinois Commercial Banking Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006053 FRAME: 0322

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TROJAN LITHOGRAPH CORPORATION,
as Grantor

By: _____
Donald Atkinson
Chief Financial Officer and Secretary

ACKNOWLEDGED AND AGREED
as of the date first above written:

THE PRIVATEBANK AND TRUST COMPANY,
as Agent

By: Michael Mullen
Michael Mullen
Illinois Commercial Banking Officer

[Signature Page to Trademark Security Agreement]

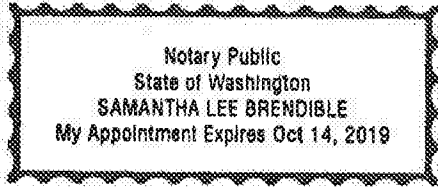
ACKNOWLEDGMENT OF GRANTOR

State of Washington)
)
County of King) ss.

On this 4th day of May before me personally appeared Donald Atkinson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Trojan Lithograph Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Samantha Lee Brendible
Notary Public

Commission expires: October 14, 2019



SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Mark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ALLPAKTROJAN print+packaging+ display (stylized with design - no color claim) (class 016)	US	Registered	85/208,746	1/1/2011	4,230,557	10/23/2012
ALLPAKTROJAN (word) (class 016)	US	Registered	85/208,742	12/31/2010	4,122,739	4/3/2012
TROJANLITHO (word) (class 040)	US	Registered	86/268,977	5/1/2014	4,763,078	6/30/2015
PACKAGE TO WIN (word) (class 040)	US	Registered	86/778,812	10/5/2015	5,096,856	12/6/2016