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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM426865

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Trumari USA, Inc.		05/08/2017	Corporation: WASHINGTON

#### **RECEIVING PARTY DATA**

Name:	The Privatebank and Trust Company		
Street Address:	120 South LaSalle Street		
City:	hicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Corporation: ILLINOIS		

## **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	4388757	TRUMARI
Registration Number:	4713135	FROM FLAT TO FABULOUS IN SECONDS
Registration Number:	4713136	UNPACK. UNFOLD. UNBELIEVABLE.

### **CORRESPONDENCE DATA**

**Fax Number:** 3124607000

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:** 13124605892

**Email:** tvanlonkhuyzen@seyfarth.com

Correspondent Name: Tyler Vanlonkhuyzen

Address Line 1:Willis Tower 233 S. Wacker DriveAddress Line 2:Seyfarth Shaw LLP, Suite 8000Address 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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TRADEMARK REEL: 006055 FRAME: 0420

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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 has agreed, pursuant to a 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"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark 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:

- <u>Section 1.</u> <u>Defined Terms</u>. 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;

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- (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.

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]

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.

> TRUMARI USA, INC., as Grantor

Chief Financial Officer and Secretary

ACKNOWLEDGED AND AGREED as of the date first above written:

THE PRIVATEBANK AND TRUST COMPANY,

as Agent

Michael Mullen

Illinois Commercial Banking Officer

[Signature Page to Trademark Security Agreement]

#### ACKNOWLEDGMENT OF GRANTOR

State of Washington	)		
County of King	)	SS.	3
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On this day of May, 2017 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 Trumari USA, Inc., 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.

Notary Public Commissio

State of Washington SAMANTHA LEE BRENDIBLE My Appointment Expires Oct 14, 2019 Commission expires: DCHOber 14, 2019

# SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

# Trademark Registrations

## 1. REGISTERED TRADEMARKS

<u>Mark</u>	<u>Jurisdi</u> <u>ction</u>	<u>Status</u>	Serial No.	Filing Date	Reg. No.	Reg. Date
TRUMARI (word) (class 016)	US	Registered	85/456,047	10/25/2011	4,388,757	8/20/2013
FROM FLAT TO FABULOUS IN SECONDS (word) (class 040)	US	Registered	85/951,871	6/5/2013	4,713,135	3/31/2015
UNPACK, UNFOLD, UNBELIEVABLE, (word) (class 040)	US	Registered	85/951,889	6/5/2013	4,713,136	3/31/2015

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RECORDED: 05/09/2017