

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694643

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Packstar Group, Inc.		12/14/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	The Cayman Islands Branch of a Swiss Banking corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3833086	GREENLABEL	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	030786-1104		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	12/14/2021		
Total Attachments: 4			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 14, 2021 (this “Agreement”), entered into by Digital Label Solutions, LLC, a California limited liability company, Wizard Labels LLC, a Colorado limited liability company and PACKSTAR GROUP, INC., a New York corporation (each a “Grantor” and, collectively, the “Grantors”), in favor of Credit Suisse AG, Cayman Islands Branch, as collateral agent (together with its successors in such capacity, the “Collateral Agent”).

Reference is made to (a) the Second Lien Credit Agreement, dated as of December 14, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), by and among, inter alios, Merion Rose, Inc., a Delaware corporation (“Holdings”), BW Holding, Inc., a Delaware corporation (the “Borrower”), the lenders party thereto from time to time (the “Lenders”), the Issuing Banks party thereto from time to time and Credit Suisse AG, Cayman Islands Branch, as administrative agent, and (b) the Second Lien Collateral Agreement, dated as of December 14, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Collateral Agreement”), by and among, Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. Each Grantor hereby agrees as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Second Lien Collateral Agreement or if not therein defined, in the Second Lien Credit Agreement. The rules of construction specified in Section 1.01(b) of the Second Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the U.S. Trademarks constituting Collateral listed on Schedule I attached hereto (the “Trademark Collateral”). Notwithstanding the foregoing, the term “Trademark Collateral” shall not include any Excluded Asset. This Agreement is not to be construed as an assignment of any Trademark Collateral.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Second Lien Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Second Lien Collateral Agreement. In the event of any conflict between the terms of this Agreement and the Second Lien Collateral Agreement, the terms of the Second Lien Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile electronic mail (including “.pdf”, “.tif” or similar format) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by Requirements of Law.

SECTION 5. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. (a) This Agreement, the Security Interest and all other security interests granted hereby shall terminate immediately and automatically upon the Termination Date.

(b) The Security Interest and all other security interests in the Collateral granted hereby shall also immediately and automatically terminate and be released in whole or in part at the time or times and in the manner set forth in Section 9.15 of the Second Lien Credit Agreement (including as described therein with respect to any release of a Subsidiary Guarantor or any Collateral prior to the Termination Date).

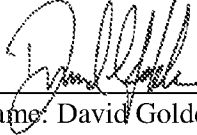
(c) In connection with any termination or release pursuant to this Section 6, the Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release and shall perform such other actions reasonably requested by such Grantor to effect such release, including delivery of certificates, securities and instruments. Any execution and delivery of documents by the Collateral Agent pursuant to this Section 6 shall be without recourse to or warranty by the Collateral Agent or any other Secured Party.

SECTION 7. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the Intercreditor Agreement referred to below), including liens and security interests granted to Credit Suisse AG, Cayman Islands Branch, as collateral agent, pursuant to or in connection with the First Lien Credit Agreement, dated as of December 14, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), by and among, inter alios, Holdings, the Borrower, the lenders from time to time party thereto and Credit Suisse AG, Cayman Islands Branch (“CS”), as administrative agent, and the other parties thereto and (ii) the exercise of any right or remedy by the Collateral Agent or any other secured party hereunder is subject to the limitations and provisions contained in the First Lien/Second Lien Intercreditor Agreement, dated as of December 14, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), by and among, inter alios, CS, as First Lien Collateral Agent, CS, as Second Lien Collateral Agent, and each additional Representative (as defined therein) from time to time party thereto, and acknowledged by Holdings, the Borrower and its subsidiaries party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.


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IN WITNESS WHEREOF, the undersigned Grantors have duly executed this Agreement as of the date first above written.

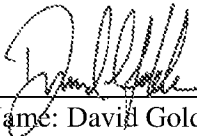
DIGITAL LABEL SOLUTIONS, LLC,
as a Grantor

By: 
Name: David Golde
Title: Vice President

WIZARD LABELS LLC,
as a Grantor

By: 
Name: David Golde
Title: Vice President

PACKSTAR GROUP, INC.,
as a Grantor


By: 
Name: David Golde
Title: Vice President

TRADEMARK COLLATERAL

Applied for Trademark Registrations:

None.

Registered Trademark Registrations:

Owner	Mark	Registration Number	Registration Date
DIGITAL LABEL SOLUTIONS, INC. (d/b/a Digital Label Solutions)		4681085	2/3/2015
WIZARD LABELS LLC	WIZARD LABELS	4496123	3/11/2014
PACKSTAR GROUP, INC.	GREENLABEL	3833086	8/10/2010