

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4514076

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ARPAC, LLC	07/19/2017
RECEIVING PARTY DATA	
Name:	JEFFERIES FINANCE LLC, AS SECOND LIEN COLLATERAL AGENT
Street Address:	520 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	9126380
Patent Number:	9004136
Application Number:	14530646
Patent Number:	9103595
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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:	800-713-0755
Email:	Michael.Violet@wolterskluwer.com
Correspondent Name:	MICHAEL VIOLET
Address Line 1:	4400 EASTON COMMONS WAY
Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	DORIS KA
SIGNATURE:	/Doris Ka/
DATE SIGNED:	07/21/2017
Total Attachments: 6	
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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

ARPAC, LLC

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Jefferies Finance LLC, as Second Lien Collateral Agent

Internal Address: _____

Street Address: 520 Madison Avenue

City: New York

State: NY

Country: USA Zip: 10022

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) July 19, 2017

- Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

See attached Schedule I

B. Patent No.(s)

See attached Schedule I

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 41260.183 (2nd Lien)

Email Address: dka@cahill.com

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

July 20, 2017

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

SECOND LIEN PATENT SECURITY AGREEMENT, dated as of July 19, 2017 (this “Agreement”), between ARPAC, LLC (the “Grantor”) and JEFFERIES FINANCE LLC, as Second Lien Collateral Agent (in such capacity, the “Second Lien Collateral Agent”).

Reference is hereby made to that certain Second Lien Credit Agreement dated as of July 19, 2017 (as amended, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”) among WP DELUXE HOLDINGS, INC., a Delaware corporation (“Initial Holdings”), WP DELUXE MERGER SUB, INC., a Delaware corporation (the “Borrower”), which on the Effective Date shall be merged with and into Engineered Machinery Holdings, Inc., a Delaware corporation, with Engineered Machinery Holdings, Inc. surviving such merger and continuing as the Borrower, the lenders from time to time party thereto and JEFFERIES FINANCE LLC, as Second Lien Administrative Agent and Second Lien Collateral Agent, and that certain Second Lien Collateral Agreement dated as of July 19, 2017 (as amended, supplemented or otherwise modified from time to time, the “Second Lien Collateral Agreement”) among Initial Holdings, the Borrower, the Grantors party thereto and the Second Lien Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Second Lien Credit Agreement and the Second Lien Collateral Agreement, as applicable. 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, the Grantor hereby grants to the Second Lien Collateral Agent, its successors and assigns, 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 all Patents, including those listed on Schedule I attached hereto (the “Patent Collateral”). This Agreement is not to be construed as an assignment of any Patent or Patent application.

SECTION 3. Second Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Collateral Agent with respect to the Patent Collateral are more fully set forth in the Second Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. 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. Termination. Subject to Section 5.13 of the Second Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the Second Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Agreement.

SECTION 5. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Second Lien Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the Liens and security interests granted in favor of the Senior Secured Parties (as defined in the First/Second Lien Intercreditor Agreement), including Liens and security interests granted to the First Lien Collateral Agent pursuant to the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Second Lien Collateral Agent hereunder is subject to the limitations and provisions of the First/Second Lien Intercreditor Agreement and the Second Lien Pari Passu Intercreditor Agreement, if and to the extent applicable and/or in effect. In the event of any conflict between the terms of the First/Second Lien Intercreditor Agreement, the terms of the Second Lien Pari Passu Intercreditor Agreement and the terms of this Agreement, the terms of the First/Second Lien Intercreditor Agreement and the Second Lien Pari Passu Intercreditor Agreement shall govern, as applicable.

SECTION 6. 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

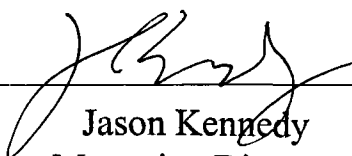
ARPAC, LLC, as Grantor

By 
Name: Michael Kachmer
Title: Chief Executive Officer

Signature Page to Second Lien Patent Security Agreement

PATENT
REEL: 043284 FRAME: 0808

Jefferies Finance LLC, as Second Lien
Collateral Agent

By: 
Name: _____
Title: **Jason Kennedy**
Managing Director

By: _____
Name: _____
Title: _____

Schedule I

United States Issued and Applied-For Patents

ISSUED OR APPLIED- FOR PATENT	PATENT OR PATENT APPLICATION NO.	RECORD OWNER OR APPLICANT
Case erector with reversible picker and erector assembly	9,126,380	ARPAC, LLC
Center-folded film splicer	9,004,136	ARPAC, LLC
Shrink Wrap Tunnel	14/530,646	ARPAC, LLC
Shrink wrap tunnel with dynamic width adjustment	9,103,595	ARPAC, LLC

[Schedule I to Second Lien Patent Security Agreement]