

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT4727309

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	AMENDED AND RESTATED FIRST LIEN PATENT SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SOUTHERN GRAPHIC SYSTEMS, LLC	12/08/2017
RECEIVING PARTY DATA		
Name:	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT	
Street Address:	101 N. TRYON STREET	
Internal Address:	MAIL CODE NC1-001-05-45 MAC LEGAL	
City:	CHARLOTTE	
State/Country:	NORTH CAROLINA	
Postal Code:	28255	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	6091482
CORRESPONDENCE DATA		
Fax Number:	(212)751-4864	
<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:	212-906-1216	
Email:	angela.amaru@lw.com	
Correspondent Name:	LATHAM & WATKINS LLP C/O ANGELA M. AMARU	
Address Line 1:	885 THIRD AVENUE	
Address Line 4:	NEW YORK, NEW YORK 10022	
ATTORNEY DOCKET NUMBER:	042525-0132	
NAME OF SUBMITTER:	ANGELA M. AMARU	
SIGNATURE:	/S/ Angela M. Amaru	
DATE SIGNED:	12/11/2017	
Total Attachments: 6		
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AMENDED AND RESTATED FIRST LIEN PATENT SECURITY AGREEMENT

This Amended and Restated First Lien Patent Security Agreement (this “Agreement”), dated as of December 8, 2017, is entered into by Southern Graphic Systems, LLC (the “Grantor”) in favor of Bank of America, N.A. (“Bank of America”), as Administrative Agent (together with its successors, in such capacity, the “Administrative Agent”) for the benefit of the Secured Parties (as defined in the Pledge and Security Agreement described below).

WHEREAS, the Grantor, the other grantors party thereto and Credit Suisse AG, Cayman Islands Branch (“CS”), as administrative agent (the “Original Administrative Agent”) entered into that certain Pledge and Security Agreement, dated as of October 17, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “Existing Security Agreement”);

WHEREAS, the Grantor and the Original Administrative Agent entered into that certain Patent Security Agreement, dated as of October 17, 2012 (the “Existing Patent Security Agreement”);

WHEREAS, pursuant to the Existing Security Agreement and the Existing Patent Security Agreement, the Grantor granted to the Original Administrative Agent, a security interest in all of the Grantor’s right, title, and interest in and to the Patent Collateral (as defined in the Original Patent Security Agreement);

WHEREAS, the Existing Patent Security Agreement was recorded with the United States Patent and Trademark Office on October 17, 2012 at Reel/Frame No. 029142/0499;

WHEREAS, CS and Bank of America are parties to that certain Agency Assignment Agreement, dated as of the date hereof (the “Agency Assignment Agreement”), which governs, among other things, the resignation of CS, as Original Administrative Agent, and the appointment of Bank of America, as successor Administrative Agent under the Existing Security Agreement and the Existing Patent Security Agreement and the related assignment to Bank of America of CS’s rights and interests under the Existing Security Agreement and the Existing Patent Security Agreement as set forth in the Agency Assignment Agreement;

WHEREAS, the Grantor executed and delivered that certain Amended and Restated First Lien Pledge and Security Agreement, dated as of the date hereof, in favor of the Administrative Agent (as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) to amend and restate the Existing Security Agreement in its entirety, and pursuant to which the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title, and interest in and to the Patent Collateral (as defined below); and

WHEREAS, the Grantor has agreed to execute this Agreement in order to amend and restate the Existing Patent Security Agreement in its entirety and to evidence that Bank of America is the successor Administrative Agent thereunder for recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Grantor and the Administrative Agent hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the following property now or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title, or interest and wherever the same may be located (collectively, the “Patent Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Grantor’s Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

- (i) all United States and foreign patents and applications for letters patent throughout the world, including, but not limited to, any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world;
- (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing;
- (iii) the right to sue or otherwise recover for any past, present and future infringement or other violation of any of the foregoing; and
- (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Agreement.

SECTION 5. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to conflict of laws principles that would require application of the laws of another jurisdiction.

SECTION 6. Counterparts. This Agreement may be executed in any number of separate counterparts (including by telecopy or .pdf), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

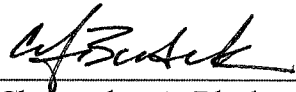
SECTION 7. Amended and Restated Agreement. This Agreement amends and restates the Existing Patent Security Agreement in its entirety, and this Agreement shall not constitute a substitution or novation thereof, it being the intent of the parties hereto that the obligations of the Grantor under the Existing Patent Security Agreement shall remain in full force and effect as amended and restated hereby

or by any documents or instruments executed concurrently herewith and, to the fullest extent permitted by applicable law, this Agreement shall not adversely affect the liens and security interests created under the Existing Patent Security Agreement or the priority thereof.

[Signatures follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

SOUTHERN GRAPHIC SYSTEMS, LLC

By: 
Name: Christopher A. Black
Title: Chief Financial Officer

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 

Name: **Henry Pennell**

Title: **Vice President**

Schedule A

PATENTS

REGISTRATION NUMBER	DESCRIPTION
6,091,482	Method of mapping and interlacing images to a lenticular lens.

Schedule A

US-DOCS\97237016.2

RECORDED: 12/11/2017

PATENT
REEL: 044824 FRAME: 0600