

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5714649

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
ESSELTE LLC	08/29/2019

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., AS ASSIGNEE AND ADMINISTRATIVE AGENT
Street Address:	901 MAIN STREET
Internal Address:	MAIL CODE: TX1-492-14-11
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75202-3714

PROPERTY NUMBERS Total: 49

Property Type	Number
Patent Number:	8960415
Patent Number:	5842096
Patent Number:	6198898
Patent Number:	7610665
Patent Number:	7204287
Patent Number:	7261790
Patent Number:	7258152
Patent Number:	7235151
Patent Number:	7201202
Patent Number:	7104304
Patent Number:	7087280
Patent Number:	7054708
Patent Number:	6840298
Patent Number:	7036545
Patent Number:	6868889
Patent Number:	6843296
Patent Number:	6832639
Patent Number:	6814693
Patent Number:	6810935

PATENT

Property Type	Number
Patent Number:	6805179
Patent Number:	6779578
Patent Number:	6773541
Patent Number:	6746811
Patent Number:	6742428
Patent Number:	6698487
Patent Number:	6675855
Patent Number:	6675854
Patent Number:	6672354
Patent Number:	6660120
Patent Number:	6602376
Patent Number:	6576080
Patent Number:	6539997
Patent Number:	6527028
Patent Number:	6422281
Patent Number:	D459396
Patent Number:	6403185
Patent Number:	6335067
Patent Number:	6270612
Patent Number:	6244322
Patent Number:	6146490
Patent Number:	5961779
Patent Number:	5788806
Patent Number:	5735998
Patent Number:	6929847
Patent Number:	RE37345
Patent Number:	RE37758
Patent Number:	5580417
Patent Number:	5584962
Patent Number:	D451959

CORRESPONDENCE DATA

Fax Number: (212)751-4864

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: 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

PATENT

REEL: 050351 FRAME: 0797

ATTORNEY DOCKET NUMBER:	042525-0064
NAME OF SUBMITTER:	ANGELA M. AMARU
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	09/12/2019

Total Attachments: 8

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of August 29, 2019 (the "**Patent Security Agreement**"), made by each of the undersigned assignors (individually, an "**Assignor**", and, collectively, the "**Assignors**") in favor of Bank of America, N.A., as Administrative Agent for the benefit of the Secured Parties (in such capacity, the "**Assignee**").

WITNESSETH:

WHEREAS, the Assignors are party to that certain Amended and Restated U.S. Security Agreement dated as of May 13, 2013 (as may be further amended, modified, restated and/or supplemented from time to time, the "**Security Agreement**") in favor of the Assignee pursuant to which the Assignors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the benefits accruing to each Assignor, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby makes covenants and agrees with the Assignee for the benefit of the Secured Parties as follows:

SECTION 1. *Defined Terms.* Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement. For purposes of this Patent Security Agreement, the term "**Patents**" shall mean all United States and foreign patents, certificates of invention, industrial designs or similar industrial property rights, and applications for any of the foregoing, including to: (i) all reissues, divisions, continuations (including continuations-in-part and improvements thereof), extensions, renewals, and reexaminations thereof, (ii) inventions described and claimed therein, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements or other violations thereof, (vi) all licenses, claims, damages and proceeds of suit arising therefrom and (vii) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto.

SECTION 2. *Grant of Security Interest in Patent Collateral.* As security for the prompt and complete payment and performance when due of all of its Secured Obligations, each Assignor does hereby pledge and grant to the Assignee, for the benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of such Assignor in, to and under all of the following (collectively, the "**Pledged Patent Collateral**"):

- a. all Patents of such Assignor, including the registered and applied-for Patents of such Assignor listed on Schedule I attached hereto; and
- b. to the extent not included in clause (a), all Proceeds and products of any and all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above, the security interest created by this Patent Security Agreement shall not extend to any Excluded Assets.

SECTION 3. *Security Agreement.* The lien and security interest granted to the Assignee, pursuant to this Patent Security Agreement, is granted in conjunction with the lien and security interest granted to the Assignee pursuant to the Security Agreement and the Assignors hereby acknowledge and affirm that the rights and remedies of the Assignee with respect to the lien and security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement. In the

event of any conflict between the terms of the Security Agreement and this Patent Security Agreement, the terms of the Security Agreement shall govern and control.

SECTION 4. *Recordation.* Each Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Patent Security Agreement.

SECTION 5. *Termination.* After the occurrence of the Discharge of Obligations, this Patent Security Agreement shall terminate and the Administrative Agent, at the request and expense of the respective Assignor, will (without recourse and without any representation or warranty) promptly execute and deliver to such Assignor a proper instrument or instruments acknowledging the satisfaction and termination of this Agreement, and will duly assign, transfer and deliver to such Assignor (without recourse and without any representation or warranty) such of the Pledged Patent Collateral as may be in the possession of the Administrative Agent and as has not theretofore been sold or otherwise applied or released pursuant to the Security Agreement.


SECTION 6. *GOVERNING LAW.* THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

SECTION 7. *Counterparts.* This Patent Security Agreement may be executed in any number of counterparts (and by the different parties hereto on separate counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The Credit Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Patent Security Agreement shall become effective when it shall have been executed by the Assignee and when the Assignee shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page to this Patent Security Agreement, or of any amendment or waiver of any provision of this Patent Security Agreement, by facsimile or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

ESSELTE LLC, as an Assignor

By: 
Name: Pamela R. Schneider
Title: SVP, General Counsel & Corporate Secretary

Accepted and Agreed to:

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

By: _____
Name:
Title:


IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

ESSELTE LLC, as an Assignor

By: _____
Name:
Title:

Accepted and Agreed to:

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

By: 
Name: Jonathan M. Phillips
Title: Senior Vice President

SCHEDULE I
to
PATENT SECURITY AGREEMENT

	Patent Title	Application Number Filing Date	Patent Number Grant Date
1.	MASTER PROCESSING APPARATUS WITH ADJUSTABLY SPACED PRESSURE ROLLERS	13158216 6/10/2011	8960415 2/24/2015
2.	METHOD PRINTING MONOCHROME AND COLOUR IMAGES ONTO A SURFACE	08454334 3/1/1996	5842096 11/24/1998
3.	METHOD OF PRINTING MONOCHROME AND COLOUR IMAGES ONTO A SURFACE	09079182 5/14/1998	6198898 3/6/2001
4.	TRANSFER DEVICES	11735039 4/13/2007	7610665 11/3/2009
5.	TRANSFER DEVICES	10761221 1/22/2004	7204287 4/17/2007
6.	MASTER PROCESSING APPARATUS	10259709 9/30/2002	7261790 8/28/2007
7.	MASTER PROCESSING APPARATUS	10760528 1/21/2004	7258152 8/21/2007
8.	ADHESIVE TRANSFER DEVICE	11368623 3/7/2006	7235151 6/26/2007
9.	NO-MASK STICKER MAKER	10864799 6/10/2004	7201202 4/10/2007
10.	ADHESIVE TRANSFER APPARATUS WITH TAKE-UP ROLL AND A REMOVABLE CARTRIDGE FOR A MASTER PROCESSING APPARATUS	10139397 5/7/2001	7104304 9/12/2006
11.	ADHESIVE TRANSFER DEVICE	10673579 9/30/2003	7087280 8/8/2006
12.	SHEET MATERIAL CUTTING SYSTEM AND METHODS REGARDING SAME	10983200 11/5/2004	7054708 5/30/2006
13.	MASTER PROCESSING APPARATUS	10660486 9/12/2003	6840298 1/11/2005
14.	ADHESIVE TRANSFER DEVICE	10339575 1/10/2003	7036545 5/2/2006

Patent Title		Application Number Filing Date	Patent Number Grant Date
15.	SUBSTRATE PROCESSING APPARATUS	10197856 7/19/2002	6868889 3/22/2005
16.	MASTER PROCESSING APPARATUS	10660481 9/12/200	6843296 1/18/2005
17.	MASTER PROCESSING APPARATUS	10660630 9/12/2003	6832639 12/21/2004
18.	MASTER PROCESSING APPARATUS	10660480 9/12/2003	6814693 11/9/2004
19.	MASTER PROCESSING APPARATUS	10660487 9/12/2003	6810935 11/2/2004
20.	ARTICLE LAMINATING APPARATUS WITH OPERATION-ADJUSTING CARTRIDGE DETECTION AND/OR IMPROVED HEATING AND/OR IMPROVED CUTTING	10146144 5/16/2002	6805179 10/19/2004
21.	MASTER PROCESSING APPARATUS WITH EJECTOR MECHANISM	10178615 6/25/2002	6779578 8/24/2004
22.	METHOD FOR PROCESSING A SUBSTRATE USING PRESSED TOGETHER SUPPLY ROLLS	10339573 1/10/2003	6773541 8/10/2004
23.	TRANSFER MATERIALS	10176216 6/21/2002	6746811 6/8/2004
24.	CUTTER ASSEMBLY FOR A MASTER PROCESSING APPARATUS	10193192 7/12/2002	6742428 6/1/2004
25.	MASTER PROCESSING APPARATUS	09987484 11/14/2001	6698487 3/2/2004
26.	CARTRIDGELESS FEED ROLL ASSEMBLY	10141850 5/10/2002	6675855 1/13/2004
27.	GUIDE STRUCTURE FOR A MASTER PROCESSING APPARATUS	10140325 5/8/2002	6675854 1/13/2004
28.	GAUGE ASSEMBLY FOR A MASTER PROCESSING APPARATUS	10163341 6/7/2002	6672354 1/6/2004

Patent Title		Application Number Filing Date	Patent Number Grant Date
29.	ADHESIVE TRANSFER DEVICE	10051150 1/22/2002	6660120 12/9/2003
30.	MASTER PROCESSING APPARATUS	09874369 6/6/2001	6602376 8/5/2003
31.	ADHESIVE TRANSFER DEVICE	09691042 10/19/2000	6576080 6/10/2003
32.	ADHESIVE TRANSFER DEVICE	09798891 3/6/2001	6539997 4/1/2003
33.	SUBSTRATE PROCESSING APPARATUS HAVING PRESSED TOGETHER SUPPLY ROLLS	09966012 10/1/2001	6527028 3/4/2003
34.	ADHESIVE TRANSFER APPARATUS WITH TAKE-UP ROLL AND A REMOVABLE CARTRIDGE FOR A MASTER PROCESSING APPARATUS	09564587 5/5/2000	6422281 7/23/2002
35.	ADHESIVE TRANSFER APPARATUS	29150026 10/31/2001	D459396 6/25/2002
36.	ADHESIVE TRANSFER DEVICE FOR MAKING REPOSITIONABLY ADHEREABLE SUBSTRATES	09343676 6/30/1999	6403185 6/11/2002
37.	ADHESIVE TRANSFER DEVICE	09365751 8/3/1999	6335067 1/1/2002
38.	MASTER PROCESSING APPARATUS AND CARTRIDGE THEREFOR	09301563 4/29/1999	6270612 8/7/2001
39.	MASTER PROCESSING APPARATUS WITH AN EXIT TRAY	09189273 11/6/1998	6244322 6/12/2001
40.	WEB LEADER DEVICE	09182197 10/30/1998	6146490 11/14/2000
41.	LAMINATING AND ADHESIVE TRANSFER APPARATUS	08989513 12/12/1997	5961779 10/5/1999
42.	LAMINATING AND ADHESIVE TRANSFER APPARATUS	08753921 12/3/1996	5788806 8/4/1998
43.	LAMINATING AND ADHESIVE TRANSFER APPARATUS	08748982 11/14/1996	5735998 4/7/1998

Patent Title		Application Number Filing Date	Patent Number Grant Date
44.	TRANSFER MATERIALS	08716360 8/3/1999	6929847 8/16/2005
45.	Laminating and adhesive transfer apparatus	98213876 12/17/1998	RE37345 9/4/2001
46.	Master processing apparatus with master engaging structure for tensioning a master	09630560 12/3/1996	RE37758 6/25/2002
47.	LAMINATING AND ADHESIVE TRANSFER APPARATUS	08354222 12/12/1994	5580417 12/3/1996
48.	LAMINATING AND ADHESIVE TRANSFER APPARATUS	08247003 5/20/1994	5584962 12/17/1996
49.	Adhesive transfer apparatus	29137891 3/2/2001	D451959 12/11/2001