

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7035016

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	STEVEN LABEL, LLC	11/01/2021
RECEIVING PARTY DATA		
Name:	MADISON CAPITAL FUNDING LLC, AS AGENT	
Street Address:	227 W. MONROE ST., STE 5400	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	10068455
CORRESPONDENCE DATA		
Fax Number:	(312)863-7867	
<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:	3128637267	
Email:	jaclyn.di.grande@goldbergkohn.com	
Correspondent Name:	JACLYN DI GRANDE - PARALEGAL	
Address Line 1:	GOLDBERG KOHN LTD.	
Address Line 2:	55 E MONROE ST., STE 3300	
Address Line 4:	CHICAGO, ILLINOIS 60603	
ATTORNEY DOCKET NUMBER:	4975.424	
NAME OF SUBMITTER:	JACLYN DI GRANDE	
SIGNATURE:	/jaclyn di grande/	
DATE SIGNED:	11/19/2021	
Total Attachments: 5		
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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of November 1, 2021, by the undersigned ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as administrative agent ("Agent") for the Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith, (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among Steven Label, LLC, a Delaware limited liability company ("Borrower"), the financial institutions party thereto from time to time (together with their respective successors and assigns, the "Lenders") and Madison Capital Funding LLC, as a Lender and as agent for the Lenders (in such capacity, the "Agent"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor and the other Loan Parties;

WHEREAS, Agent, Grantor and certain other Loan Parties are parties to that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following (except to the extent that any of the following constitutes Excluded Property), whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Patent Collateral"):

- (a) all of its registered Patents set forth on Schedule I hereto;
- (b) all reissues, continuations, continuations-in-part, divisionals, renewals or extensions of the foregoing;
- (c) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Patent; and
- (d) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or (ii) injury to the goodwill associated with any Patent.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Patents, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to Agent with respect to any such new Patents or renewal or extension of any Patent registration in accordance with Section 5.7(f) of the Collateral Agreement. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new Patents of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Patent Collateral, whether or not listed on Schedule I.

5. GOVERNING LAW. This Patent Security Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Patent Security Agreement. Receipt by telecopy, facsimile, emailed .pdf or other similar form of electronic transmission of any executed signature page to this Patent Security Agreement shall constitute effective delivery of such signature page and shall be as effective as a manually executed original counterpart.

[signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

STEVEN LABEL, LLC, a Delaware limited liability company

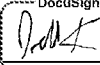
By: 

Name: Joe Heinen

Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

DocuSigned by:
By: 
Name: Jeff Karczynski
Title: Director

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Grantor	PATENT	PATENT APPLICATION NUMBER	ISSUE DATE
Steven Label, LLC	MACHINE PRESS DATA MONITORING AND ANALYSIS SYSTEM	10068455	9/4/18