

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618242

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bryce Corporation		12/30/2020	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank N.A.		
Street Address:	10 S. Dearborn Floor L2		
Internal Address:	IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5543392	CYBER GRAPHICS	
CORRESPONDENCE DATA			
Fax Number:	2148558200		
<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:	2148558000		
Email:	chris.andersen@nortonrosefulbright.com		
Correspondent Name:	Chris R. Andersen		
Address Line 1:	2200 Ross Avenue, Suite 3600		
Address Line 2:	Norton Rose Fulbright US LLP		
Address Line 4:	Dallas, TEXAS 75201-7932		
ATTORNEY DOCKET NUMBER:	1000218357		
NAME OF SUBMITTER:	Chris R Andersen		
SIGNATURE:	/chris r andersen/		
DATE SIGNED:	01/04/2021		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), is made as of December 30, 2020, by BRYCE CORPORATION, a Tennessee corporation (“Company”), BRYCE PACKAGING, INC., a Texas corporation (“Packaging”), THE BRYCE COMPANY, LLC, a Nevada limited liability company (“BryceCo”), CYBER GRAPHICS, LLC, a Tennessee limited liability company (“Cyber” and, collectively with Packaging and BryceCo, collectively the “Borrowers”), BRYCEX, INCORPORATED, a Delaware corporation (“Brycex”), and any additional persons or entities from time to time party hereto (such additional persons or entities, together with Company, Packaging, BryceCo, Cyber, and Brycex, each a “Grantor”, and collectively, the “Grantors”), for the benefit of JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, “Administrative Agent”) for itself and for the benefit of the other Lenders (defined below).

WITNESSETH:

WHEREAS, the Company, Packaging, BryceCo, Cyber, Brycex, each lender from time to time party thereto (collectively the “Lenders”), and Administrative Agent have entered into that certain Amended and Restated Credit Agreement dated as of February 15, 2019 (as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Credit Agreement”, all capitalized terms used herein but not otherwise defined herein shall be used as defined in the Credit Agreement); and

WHEREAS, in connection with the Credit Agreement, the Grantors executed and delivered that certain Pledge and Security Agreement dated as of February 15, 2019, made by the Grantors to the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Lenders a security interest in all of such Grantor’s right, title and interest, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor, in and to the following (the “Collateral”):

- a) all rights, title and interests (and all related IP Ancillary Rights) arising under any Requirement of Law in or relating to letters patent and applications therefor, including, without limitation, those set forth in Schedule A hereto (the “Patents”);

- b) all rights, title and interests (and all related IP Ancillary Rights) arising under any Requirement of Law in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “Trademarks”);
- c) all rights, title and interests (and all related IP Ancillary Rights) arising under any Requirement of Law in or relating to copyrights and all mask works, database and design rights, whether or not registered or published, all registrations and recordations thereof and all applications in connection therewith, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “Copyrights”);
- d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Lender under the Loan Documents but for the fact that

such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantors and the Administrative Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

**BRYCE CORPORATION
BRYCEX, INCORPORATED THE BRYCE
COMPANY, LLC
CYBER GRAPHICS, LLC
BRYCE PACKAGING, INC.**

By: J. Fraser Humphreys III
Name: J. Fraser Humphreys, III
Title: Corporate Secretary/General Counsel

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 

Name: J. Devin Mock

Title: Authorized Officer

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 007154 FRAME: 0731

Schedule A

Patents

Patent Title	Appl. Date	Granted	Patent No.	Serial No.	Record Owner
Extrusion Lamination with Registered Cold Seal Adhesive	03/14/14	06/14/16	9,365,003	14/214,538	The Bryce Company, LLC
Microlayer Extrusion Coating and Laminating for Flexible Packaging	07/19/12	03/24/15	8,986,823	13/553,786	The Bryce Company, LLC
Quick Release Sleeve Chill Roll	12/31/15	04/10/18	9,937,641	14/985,873	The Bryce Company, LLC
Quick Release Sleeve Chill Roll	01/08/16	09/18/18	10,076,863	14/991,482	The Bryce Company, LLC
Thermal Laminates and Laminating Method for Food Packaging Films (“Thermal Lamination”)	09/07/07	01/22/13	8,356,459	11/851,701	The Bryce Company, LLC
Thermal Laminates and Laminating Method of Food Packaging Films	02/11/05	10/16/07	7,281,360	11/056,923	The Bryce Company, LLC

Schedule B

Trademarks

Record Owner	Trademark	Registration Date	Registration Number	Application Serial Number
Bryce Corporation	Cyber Graphics wordmark	08/21/18	5,543,392	87/097,139

Schedule C

Copyrights

None.