

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385184

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Third Intellectual Property Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NJM Packaging LLC		05/19/2016	Limited Liability Company: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4320710	NJM	
Registration Number:	4320708	NJM	
Registration Number:	2879499	AUTO-SERT	
Registration Number:	2866876	ROTACAP	
Registration Number:	2495392	PROMO-SERT	
Registration Number:	2154309	NJM CLI PACKAGING SYSTEMS INTERNATIONAL	
Registration Number:	2203162	FINAL TOUCH	
Registration Number:	1498309	EASY WRAP	
Registration Number:	1436223	BRONCO	
Registration Number:	523048	LABELRITE	
Registration Number:	381171	PONY	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		

OP \$290.00 4320710

NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	05/20/2016
Total Attachments: 8 source=Pro Mach - NJM Joinder - 1L IP Sec Agmt Supplement#page1.tif source=Pro Mach - NJM Joinder - 1L IP Sec Agmt Supplement#page2.tif source=Pro Mach - NJM Joinder - 1L IP Sec Agmt Supplement#page3.tif source=Pro Mach - NJM Joinder - 1L IP Sec Agmt Supplement#page4.tif source=Pro Mach - NJM Joinder - 1L IP Sec Agmt Supplement#page5.tif source=Pro Mach - NJM Joinder - 1L IP Sec Agmt Supplement#page6.tif source=Pro Mach - NJM Joinder - 1L IP Sec Agmt Supplement#page7.tif source=Pro Mach - NJM Joinder - 1L IP Sec Agmt Supplement#page8.tif	

This THIRD INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated as of May 19, 2016, is among the Person listed on the signature page hereof (the "*Grantor*") and Antares Capital LP (as assignee of General Electric Capital Corporation), as collateral agent (the "*Collateral Agent*") for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Pro Mach Group, Inc., a Delaware corporation (the "*Borrower*"), has entered into a First Lien Credit Agreement, dated as of October 22, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with PM Holdings II Corp., a Delaware corporation, each Lender from time to time party thereto and Antares Capital LP (as assignee of General Electric Capital Corporation), as Administrative Agent and as Collateral Agent. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain First Lien Security Agreement dated as of October 22, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "*Security Agreement*") among the Grantor, such other Persons and the Collateral Agent and that certain Intellectual Property Security Agreement dated as of October 22, 2014 among the Persons listed on the signature pages thereof as Grantors and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantor has agreed to grant to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of the Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement 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, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in and to the following (the "*Additional Collateral*"):

(i) all patents, patent applications and utility models, all inventions and improvements claimed therein and the right to claim any inventions disclosed but unclaimed therein, including, without limitation, the patents and patent applications set forth in Schedule A hereto;

(ii) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, together, in each case, with the goodwill of the business connected with the use thereof and symbolized thereby, including, without limitation, the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use Trademark applications, prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely 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 or any registrations that issue therefrom under applicable federal law);

(iii) all copyrights, including, without limitation, copyrights in Computer Software, internet web sites and the content thereof, whether registered or unregistered, including, without limitation, the copyright registrations set forth in Schedule C hereto;

(iv) all registrations and applications for registration for any of the foregoing;

(v) all agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which such Grantor, now or hereafter, is a party or a beneficiary, including, without limitation, the agreements granting any exclusive right to the Grantor in or to any registered copyright set forth in Schedule D hereto;

(vi) 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;

(vii) any and all claims for damages, other payments and/or 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, payments or other relief; and

(viii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or payable with respect to, and supporting obligations relating to, any and all of the foregoing, and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing.

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vii), the security interest created hereby shall not extend to, and the term "Additional Collateral" shall not include, any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor or any Subsidiary of any Grantor), in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the Uniform Commercial Code or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Credit Agreement, provided, further, that (x) the Collateral includes Proceeds and receivables of any property excluded under this provision, the assignment of which is expressly deemed effective under the Uniform Commercial Code notwithstanding such prohibition and (y) such excluded lease, license or other agreement shall otherwise be subject to the security interest created by the Security Agreement upon receiving any necessary approvals or waivers permitting the assignment thereof.

SECTION 2. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for First Lien Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment and performance of all First Lien Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced, re-tranched, extended, increased or otherwise modified from time to time (including any extensions of maturity dates and increases of the principal amount outstanding thereunder)) or otherwise, including, without limitation, any extensions, increases, modifications, substitutions, amendments, refinancings, refundings, replacements or renewals of any or all of the foregoing First Lien Obligations (whether or not such action is committed, contemplated or provided for by the Loan Documents on the date hereof), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional 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. In the event that any provision of this IP Security Agreement Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Execution in Counterparts. This IP Security Agreement Supplement 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 7. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication or facsimile transmission) and mailed, telegraphed, telecopied, telexed, faxed or delivered, if to any Grantor, addressed to it in care of the Borrower at the Borrower's address specified in Section 10.02 of the Credit Agreement, or if to the Collateral Agent, to its address specified in Section 10.02 of the Credit Agreement. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 10.02 of the Credit Agreement. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this IP Security Agreement Supplement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.

SECTION 8. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

NJM PACKAGING LLC

By: 
Name: William M. Schult
Title: Vice President, Secretary and
Treasurer

Address for Notices:
c/o Pro Mach Group, Inc.
50 E. RiverCenter Blvd., Suite 1800
Covington, KY 41011
Attn: William M. Schult
Tel: (513) 965-7427
Email: bschult@promachinc.com

Patents and Patent Applications

Country	Grantor	Title	Patent No. / Publication No.	Issue Date / Publication Date
USA	NJM Packaging LLC	SYSTEMS AND METHODS FOR DYNAMICALLY APPLYING OUTSERTS TO ARTICLES	9150324	Oct 6, 2015
USA	NJM Packaging LLC	SYSTEM AND METHOD FOR REMOVING INCORRECT LABELS FROM A WEB OF LABELS	8052835	Nov 8, 2011
USA	NJM Packaging LLC	SYSTEMS AND METHODS FOR ORIENTING CONTAINERS IN A LABELING SYSTEM	2015/0068658	March 12, 2015

Patent Licenses

NONE.

TRADEMARK

REEL: 005799 FRAME: 0096

**Supplement to Schedule B to the
First Lien IP Security Agreement**

Trademark Registrations and Applications

Registration No.	Title	Grantor	Jurisdiction
4320710	NJM and desing	NJM Packaging LLC	USA
4320708	NJM	NJM Packaging LLC	USA
2879499	Auto-sert	NJM Packaging LLC	USA
2866876	Rotacap	NJM Packaging LLC	USA
2495392	Promo-sert	NJM Packaging LLC	USA
2154309	NJM CLI Packaging Systems International	NJM Packaging LLC	USA
2203162	Final Touch	NJM Packaging LLC	USA
1498309	Easy Wrap	NJM Packaging LLC	USA
1436223	Bronco	NJM Packaging LLC	USA
0523048	Labelrite and design	NJM Packaging LLC	USA
0381171	Pony	NJM Packaging LLC	USA

Trademark Licenses

NONE.

**Supplement to Schedule C to the
First Lien IP Security Agreement**

Copyrights

Registration No.	Title	Owner of Record	Notes	Jurisdiction
TXu000302478	[NJM DC012 ASM-NJM microprocessorcontroller monitor]	NJM Packaging LLC	Registration Date: 1987	USA
TXu000303128	[NJM PD004 ASMproduct delay shift register]	NJM Packaging LLC	Registration Date: 1987	USA
TXu000304997	NJM TROO8.ASM-NJM microprocessor transfer controller.	NJM Packaging LLC	Registration Date: 1987	USA
TXu000281664	NJMDCO11.ASM-NJM microprocessor controller monitor.	NJM Packaging LLC	Registration Date: 1987	USA
TXu000266586	NJMDCOO5.ASM : NJM microprocessor controller monitor.	NJM Packaging LLC	Registration Date: 1987	USA
TXu000278668	NJMMPD002.ASM.	NJM Packaging LLC	Registration Date: 1987	USA
TXu000279364	NJMTR007.ASM : NJM microprocessor transfer controller.	NJM Packaging LLC	Registration Date: 1987	USA
TX0003008623	Because every label counts.	NJM Packaging LLC	Registration Date: 1990	USA

**Supplement to Schedule D to the
First Lien IP Security Agreement**

NONE.