

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509163

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PHARMACEUTIC LITHO & LABEL COMPANY, INC.		02/05/2019	Corporation: DELAWARE
PLYMOUTH PRINTING CO. INC.		02/05/2019	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	CADENCE BANK, N.A.		
Street Address:	3399 Peachtree Road, N.E.		
Internal Address:	Suite 1800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2628908	PHARMACEUTIC LITHO & LABEL COMPANY	
Registration Number:	3555268	BPS 05	
Registration Number:	4795488	SLX	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1044887		
NAME OF SUBMITTER:	Janet S. Wamsley		
SIGNATURE:	/Janet S. Wamsley/		

OP \$90.00 2628908

DATE SIGNED:	02/07/2019
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, collectively, the "Agreement") dated as of February 5, 2019, is made by **PHARMACEUTIC LITHO & LABEL COMPANY, INC.** a Delaware corporation ("Pharmaceutic"), and **PLYMOUTH PRINTING CO. INC.**, a New Jersey corporation ("Plymouth", and together with Pharmaceutic, collectively, the "Grantor"), in favor of **CADENCE BANK, N.A.**, a national banking association (together with its successors and permitted assigns, "Lender"), as Lender under that certain Loan and Security Agreement dated as of the date hereof between Grantor, the other Borrowers thereto and Lender (as amended and restated, supplemented or otherwise modified from time to time, collectively, the "Loan Agreement"). Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, as a condition precedent to the making of Loans by Lender under the Loan Agreement, Grantor has granted a security interest in, among other property, certain intellectual property of Grantor to the Lender, and has agreed as a condition thereof to execute this Agreement covering such intellectual property 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, Grantor agrees as follows:

SECTION 1. Grant of Security. Grantor hereby grants to the Lender a security interest in and to all of Grantor's right, title and interest in and to the following (collectively, the "Collateral"):

(i) the United States, international and foreign patents, patent applications and patent licenses set forth in **Schedule A** hereto (as such Schedule A may be supplemented from time to time by supplements to the Loan Agreement and this Agreement (each such supplement, an "Intellectual Property Security Agreement Supplement"), executed and delivered by Grantor to the Lender from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (collectively, the "Patents");

(ii) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in **Schedule B** hereto (as such Schedule B may be supplemented from time to time by Intellectual Property Security Agreement Supplements executed and delivered by Grantor to the Lender from time to time) (collectively, the "Trademarks");

(iii) the copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in **Schedule C** hereto (as such Schedule C may be supplemented from time to time by Intellectual Property Security Agreement Supplements executed and delivered by Grantor to the Lender from time to time) (collectively, the "Copyrights");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

Notwithstanding the foregoing, however, the Collateral shall not include any Excluded Property or any intent-to-use trademarks, prior to the filing of a "Statement of Use" with respect thereto if and solely to the extent that (and so long as) any such intent-to-use trademark application would be rendered void by the attachment or creation of a security interest in the right, title or interest of Grantor therein).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this Agreement secures the payment of the Obligations (as defined in the Loan Agreement) of Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest (including any interest that accrues after the commencement of bankruptcy), premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government office 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, which may be delivered by facsimile or electronic mail and the effectiveness of each such Agreement and signatures thereon shall, subject to applicable law, have the same force and effect as manually signed originals and shall be binding on all parties thereto.

SECTION 5. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the Loan Agreement and this Agreement, the provisions of the Loan Agreement shall control.

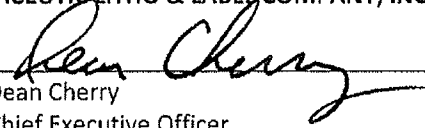
SECTION 6. Governing Law. This Agreement shall be deemed to have been made in the State of Georgia, and shall be governed by and construed in accordance with the internal laws (without regard to conflict of law provisions) of the State of Georgia.

[SIGNATURE PAGE FOLLOWS]

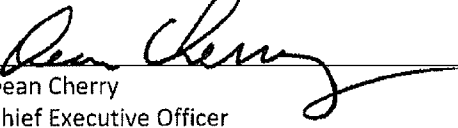
IN WITNESS WHEREOF, the Grantors and the Lender have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

PHARMACEUTIC LITHO & LABEL COMPANY, INC.

By: 
Name: Dean Cherry
Title: Chief Executive Officer

PLYMOUTH PRINTING CO. INC.

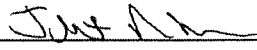
By: 
Name: Dean Cherry
Title: Chief Executive Officer

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 006554 FRAME: 0574

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

CADENCE BANK, N.A., as Lender

By: 
Name: J Ryan Davison
Its: v.p.

Address for Notices:

Cadence Bank, N.A.
3399 Peachtree Road, NE, Suite 1900
Atlanta, Georgia 30326
Attn: PHARMACEUTIC LITHO & LABEL COMPANY, INC. Loan Administration Officer

Schedule A to the
Intellectual Property Security Agreement

PATENTS:

<u>Patent Description</u>	<u>Owner</u>	<u>Registration Number / Date</u>
Label With Applied Handle	Pharmaceutic	Japan 4434487/1/8/2010
Label with Booklet	Pharmaceutic	Canada 2382865/7/6/2010
Label with Booklet	Pharmaceutic	Mexico 229855/8/9/2005
Label with Applied Handle	Pharmaceutic	US 6272780/8/14/2001
Label with Booklet	Pharmaceutic	US 6432500/7/6/2010
Monitoring and Adjusting Web in a Printing Press	Pharmaceutic	US 7515164/4/7/2009
Sling Label and Method for Making	Pharmaceutic	US 9005386/2/7/2013

Schedule B to the
Intellectual Property Security Agreement

TRADEMARKS

<u>Trademark Description</u>	<u>Owner</u>	<u>Registration Number / Date</u>
PHARMACEUTIC LITHO & LABEL COMPANY	Pharmaceutic	2628908 October 1, 2002
BPS 05	Pharmaceutic	3555268 December 30, 2008
SLX	Pharmaceutic	4795488 August 18, 2015
BPSLX	Pharmaceutic	Application pending

**Schedule C to the
Intellectual Property Security Agreement**

COPYRIGHTS

None.

SCHEDULE C TO THE INTELLECTUAL PROPERTY AGREEMENT

RECORDED: 02/07/2019

**TRADEMARK
REEL: 006554 FRAME: 0578**