

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531320

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LABEL UNIVERSE, INC.		07/01/2019	Corporation: WISCONSIN
MCC-DEC TECH, LLC		07/01/2019	Limited Liability Company: OHIO
MULTI-COLOR CORPORATION		07/01/2019	Corporation: OHIO
MCC-NORWOOD, LLC		07/01/2019	Limited Liability Company: OHIO
SPEAR USA INC.		07/01/2019	Corporation: OHIO
W/S PACKAGING GROUP, INC.		07/01/2019	Corporation: WISCONSIN
WISCONSIN LABEL CORPORATION		07/01/2019	Corporation: WISCONSIN

RECEIVING PARTY DATA

Name:	: Bank of America, N.A
Street Address:	101 North Tryon Street, 5th Floor
Internal Address:	MAC Legal Dept., NC1-001-05-45
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	2887240	LABEL UNIVERSE
Registration Number:	2887239	
Registration Number:	2020306	CLEAR ADVANTAGE
Registration Number:	2262985	THERIMAGE
Registration Number:	1492914	DI-NA-CAL
Registration Number:	3578166	FLAMELESS
Registration Number:	4142906	PEEL & REVEAL
Registration Number:	5576313	RECYCLABEL
Registration Number:	2712564	CLEAR & SIMPLE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2641787	SPEAR
Registration Number:	4532319	
Registration Number:	5276816	SKINNERS
Registration Number:	5161688	PULL-2-WIN
Registration Number:	5147042	DUAL PHASE
Registration Number:	5138435	GIVING BRANDS LIFE
Registration Number:	5125450	DESIGNMAX
Registration Number:	4952042	WHITE PHANTOM
Registration Number:	4916499	SLOT-TICKETS
Registration Number:	3996091	FLEXWRAP
Registration Number:	3736004	W/S
Registration Number:	2755291	W/S
Registration Number:	2702135	WS PACKAGING GROUP, INC.
Registration Number:	2833400	LABELS FOR LESS
Registration Number:	2747981	EASY TAB
Registration Number:	2455176	PROMOPRISM
Registration Number:	2434205	MULTIVISION
Registration Number:	1138370	LABEL ART

CORRESPONDENCE DATA

Fax Number:

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.

Email: nicolef@agilelegal.com

Correspondent Name: Elaine Carrera, Senior Paralegal

Address Line 1: 80 Pine St

Address Line 2: Cahill, Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER: Nicole M Fulton

SIGNATURE: /nicole m fulton/

DATE SIGNED: 07/10/2019

Total Attachments: 8

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TERM LOAN TRADEMARK SECURITY AGREEMENT

TERM LOAN TRADEMARK SECURITY AGREEMENT, dated as of July 1, 2019, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of BANK OF AMERICA, N.A., in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Term Loan Security Agreement, dated as of July 1, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Term Loan Trademark Security Agreement (this “Trademark Security Agreement”);

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

(a) Marks of such Grantor listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office (“PTO”) on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);

(b) all goodwill associated with such Marks (other than Excluded Collateral); and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. Intercreditor Agreements. This Trademark Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreements in all respects and, in the event of any conflict between the terms of any Intercreditor Agreement and this Trademark Security Agreement, the terms of such Intercreditor Agreement shall govern.


[signature page follows]

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

Very truly yours,

LABEL UNIVERSE, INC.
MCC-DEC TECH, LLC
MULTI-COLOR CORPORATION
MCC-NORWOOD, LLC
SPEAR USA INC.
W/S PACKAGING GROUP, INC.
WISCONSIN LABEL CORPORATION

By:


Name: Mary Ann Sigler
Title: Treasurer

[Monarch -- Trademark Security Agreement]

TRADEMARK
REEL: 006691 FRAME: 0221

Accepted and Agreed:

BANK OF AMERICA, N.A.
as Collateral Agent

By: 

Name: Henry Pennell
Title: Vice President

[Monarch – Trademark Security Agreement]

TRADEMARK

REEL: 006691 FRAME: 0222

SCHEDULE I
to
TERM LOAN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

	Record Owner	Trademark	Registration Number	Registration Date
1.	Label Universe, Inc.	LABEL UNIVERSE	2887240	09/21/2004
2.	Label Universe, Inc.	DESIGN ONLY	2887239	09/21/2004
3.	MCC-Dec Tech, LLC	<u>CLEAR ADVANTAGE</u>	2020306	12/3/1996
4.	MCC-Dec Tech, LLC	<u>THERIMAGE</u>	2262985	7/20/1999
5.	MCC-Norwood, LLC	DI-NA-CAL	1492914	6/21/1988
6.	Multi-Color Corporation	<u>FLAMELESS</u>	3578166	2/17/2009
7.	Multi-Color Corporation	<u>PEEL & REVEAL</u>	4142906	5/15/2012
8.	Multi-Color Corporation	<u>RECYCLABEL</u>	5576313	10/2/2018
9.	Spear USA Inc.	<u>CLEAR & SIMPLE</u>	2712564	10/2/2018
10.	Spear USA Inc.	<u>SPEAR</u>	2641787	5/6/2003
11.	Spear USA Inc.	Design Only 	4532319	10/29/2002
12.	W/S Packaging Group, Inc.	SKINNERS	5276816	08/29/2017
13.	W/S Packaging Group, Inc.	PULL-2WIN	5161688	03/14/2017
14.	W/S Packaging Group, Inc.	DUAL PHASE	5147042	02/21/2017
15.	W/S Packaging Group, Inc.	GIVING BRANDS LIFE	5138435	02/07/2017
16.	W/S Packaging Group, Inc.	DESIGNMAX	5125450	01/17/2017
17.	W/S Packaging Group, Inc.	WHITE PHANTOM	4952042	05/03/2016
18.	W/S Packaging Group, Inc.	SLOT-TICKETS	4916499	03/15/2016
19.	W/S Packaging Group, Inc.	FLEXWRAP	3996091	07/19/2011
20.	W/S Packaging Group, Inc.	W/S	3736004	01/12/2010
21.	W/S Packaging Group, Inc.	W/S	2755291	08/26/2003
22.	W/S Packaging Group, Inc.	WS PACKAGING GROUP, INC.	2702135	04/01/2003
23.	Wisconsin Label Corporation	LABELS FOR LESS	2833400	04/13/2004

	Record Owner	Trademark	Registration Number	Registration Date
24.	Wisconsin Label Corporation	EASY TAB	2747981	08/05/2003
25.	Wisconsin Label Corporation	PROMOPRISM	2455176	05/29/2001
26.	Wisconsin Label Corporation	MULTIVISION	2434205	03/06/2001
27.	Wisconsin Label Corporation	LABEL ART	1138370	08/05/1980

Trademark Applications:

None.