ETAS ID: TM817913

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE: SECURITY INTEREST** 

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mark' Andy, Inc.		06/16/2023	Corporation: MISSOURI
MAI Capital Holdings, Inc.		06/16/2023	Corporation: DELAWARE
Brandtjen and Kluge, LLC		06/16/2023	Limited Liability Company: MISSOURI
Mark Andy UK Ltd.		06/16/2023	private limited company: UNITED KINGDOM

## **RECEIVING PARTY DATA**

Name:	TCW ASSET MANAGEMENT COMPANY LLC		
Street Address:	200 Clarendon Street, 51st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		

**PROPERTY NUMBERS Total: 27** 

Property Type	Number	Word Mark
Registration Number:	3040968	A SMARTER WAY TO PRINT
Registration Number:	0608178	A. B. DICK
Registration Number:	0602223	A. B. DICK
Registration Number:	0604247	A-B- DICK
Registration Number:	0617867	ABDICK
Registration Number:	0617674	ABDICK
Registration Number:	2513380	ANTHEM
Registration Number:	1089573	ARPECO
Registration Number:	1081593	ARPECO
Registration Number:	3546443	AURORA
Registration Number:	3549542	AURORA PRO
Registration Number:	2775199	COMCO
Registration Number:	1711005	DI
Registration Number:	5915194	DIGITAL ONE
Registration Number:	2598692	DIMENSION
		TDADEMARK

TRADEMARK

**REEL: 008102 FRAME: 0376** 

900779945

Property Type	Number	Word Mark
Registration Number:	0765029	KLUGE
Registration Number:	1325455	KLUGE
Registration Number:	3290960	MARK ANDY
Registration Number:	3274823	MARK ANDY
Registration Number:	1450211	MEGA
Registration Number:	3103652	MOMENTUM
Registration Number:	1701282	PRESSTEK
Registration Number:	2589329	PROFIRE
Registration Number:	5012273	QCDC
Registration Number:	5000404	QUICK CHANGE DIE CUT
Registration Number:	1995118	ROTOFLEX
Registration Number:	4822637	VERSA MAX

### **CORRESPONDENCE DATA**

**Fax Number:** 6175269899

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.

**Phone:** 617.526.9836

Email: ypan@proskauer.com
Correspondent Name: Kristin E. Reimels
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER:	47245.048
NAME OF SUBMITTER:	Kristin E. Reimels
SIGNATURE:	/Kristin E. Reimels/
DATE SIGNED:	06/16/2023

### **Total Attachments: 10**

source=Mark Andy - Trademark Security Agreement (Executed)#page1.tif source=Mark Andy - Trademark Security Agreement (Executed)#page2.tif source=Mark Andy - Trademark Security Agreement (Executed)#page3.tif source=Mark Andy - Trademark Security Agreement (Executed)#page4.tif source=Mark Andy - Trademark Security Agreement (Executed)#page5.tif source=Mark Andy - Trademark Security Agreement (Executed)#page6.tif source=Mark Andy - Trademark Security Agreement (Executed)#page7.tif source=Mark Andy - Trademark Security Agreement (Executed)#page8.tif source=Mark Andy - Trademark Security Agreement (Executed)#page9.tif source=Mark Andy - Trademark Security Agreement (Executed)#page9.tif source=Mark Andy - Trademark Security Agreement (Executed)#page10.tif

#### **ASSIGNMENT FOR SECURITY - TRADEMARKS**

WHEREAS, Mark' Andy, Inc., a Missouri corporation, MAI Capital Holdings, Inc., a Delaware corporation and Brandtjen and Kluge, LLC, a Missouri limited liability company, and Mark Andy UK Ltd., a UK private limited company (each individually an "Assignor" and collectively, the "Assignors") have adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, each Assignor has entered into a Pledge and Security Agreement, dated as of June 16, 2023 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of TCW ASSET MANAGEMENT COMPANY LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, each Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of such Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Each Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Assignment for Security shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of June 16, 2023.

MAI CAPITAL HOLDINGS, INC.
By: Matthew Conway
Name: Matthew Conway
Title: Vice President
MARK' ANDY, INC.
By: Matthew Conway
Name: Matthew Conway
Title: Vice President
BRANDTJEN AND KLUGE, LLC
BRANDTJEN AND KLUGE, LLC  By: Matthew Conway
,
By: Matthew Conway
By: Matthew Conway Name: Matthew Conway
By: Matthew Conway Name: Matthew Conway Title: Vice President
By: Matthew Conway Name: Matthew Conway Title: Vice President MARK ANDY UK LTD.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of June <u>16</u>, 2023.

MAI CAPITAL HOLDINGS, INC.
By:
Name: Matthew Conway
Title: Vice President
MARK' ANDY, INC.
By:
Name: Matthew Conway
Title: Vice President
BRANDTJEN AND KLUGE, LLC By:
By:
By:Name: Matthew Conway
By:
By:

## **ACCEPTED AND AGREED:**

TCW ASSET MANAGEMENT COMPANY LLC, as Collateral Agent

By: Name: Suzanne Grosso

Title: Managing Director

## SCHEDULE A TO ASSIGNMENT FOR SECURITY

# Trademarks and Trademark Applications

Mark	App. No./Reg. No.	App. Date/Reg. Date	Status	Owner
A SMARTER WAY TO PRINT	SN: 78510502 RN: 3040968	Filed: November 3, 2004 Registered: January 10, 2006	Registered and Renewed	Mark' Andy, Inc.  Mark Andy UK  LTD.
A. B. DICK	SN:71660119 RN: 0608178	Filed: January 26, 1954 Registered: July 5, 1955	Registered and Renewed	Mark Andy, Inc.
A. B. DICK	SN: 71660391 RN: 0602223	Filed: February 1, 1954 Registered: February 15, 1955	Registered and Renewed	Mark Andy, Inc.
A-B- DICK	SN: 71660390 RN: 0604247	Filed: February 1, 1954 Registered: April 5, 1955	Registered and Renewed	Mark Andy, Inc.
ABDICK and Design	SN: 71645123 RN: 0617867	Filed: April 13, 1953 Registered: December 20, 1955	Registered and Renewed	Mark Andy, Inc.

Mark	App. No./Reg. No.	App. Date/Reg. Date	Status	Owner
ABDICK and Design	SN: 71660389 RN: 0617674	Filed: February 1, 1954 Registered: December 20, 1955	Registered and Renewed	Mark Andy, Inc.
ANTHEM	SN: 75899831 RN: 2513380	Filed: January 20, 2000 Registered: November 27, 2001	Registered and Renewed	Mark' Andy, Inc.  Mark Andy UK LTD.
ARPECO	SN: 73118388 RN: 1089573	Filed: March 8, 1977 Registered: April 18, 1978	Registered and Renewed	Mark Andy, Inc.
ARPECO	SN: 73118389 RN: 1081593	Filed: March 8, 1977 Registered: January 10, 1978	Registered and Renewed	Mark Andy, Inc.
AURORA	SN: 77455895 RN: 3546443	Filed: April 23, 2008 Registered: December 16, 2008	Registered and Renewed	Mark Andy UK LTD. Mark' Andy, Inc.
AURORA PRO	SN: 77456662 RN: 3549542	Filed: April 24, 2008 Registered: December 23, 2008	Registered and Renewed	Mark Andy UK LTD. Mark' Andy, Inc.

Mark	App. No./Reg. No.	App. Date/Reg. Date	Status	Owner
COMCO	SN: 76468651 RN: 2775199	Filed: November 8, 2002 Registered: October 21, 2003	Registered and Renewed	Mai Capital Holdings, Inc.
DI	SN: 74154010 RN: 1711005	Filed: April 4, 1991 Registered: September 1, 1992	Registered and Renewed	Mark' Andy, Inc.  Mark Andy UK  LTD.
DIGITAL ONE and Design	SN: 87170995 RN: 5915194	Filed: September 14, 2016 Registered: November 19, 2019	Registered	Mark Andy Inc.
DIMENSION	SN: 75899832 RN: 2598692	Filed: January 20, 2000 Registered: July 23, 2002	Registered and Renewed	Mark' Andy, Inc.  Mark Andy UK LTD.
KLUGE	SN: 72166062 RN: 0765029	Filed: April 4, 1963 Registered: February 18, 1964	Registered and Renewed	Brandtjen and Kluge, LLC
KLUGE	SN: 73467664 RN: 1325455	Filed: February 27, 1984 Registered: March 19, 1985	Registered and Renewed	Brandtjen and Kluge, LLC

Mark	App. No./Reg. No.	App. Date/Reg. Date	Status	Owner
MARK ANDY	SN: 78930746 RN: 3290960	Filed: July 17, 2006 Registered: September 11, 2007	Registered and Renewed	Mai Capital Holdings, Inc.
MARK ANDY	SN: 78861936 RN: 3274823	Filed: April 14, 2006 Registered: August 7, 2007	Registered and Renewed	Mai Capital Holdings, Inc.
MEGA (Stylized)	SN: 73482985 RN: 1450211	Filed: May 30, 1984 Registered: August 4, 1987	Registered and Renewed	Mark Andy, Inc.
MOMENTUM	SN: 78630409 RN: 3103652	Filed: May 16, 2005 Registered: June 13, 2006	Registered and Renewed	Mark Andy UK LTD. Mark' Andy, Inc.
PRESSTEK	SN: 74154011 RN: 1701282	Filed: April 4, 1991 Registered: July 21, 1992	Registered and Renewed	Mark' Andy, Inc.  Mark Andy UK LTD.
PROFIRE	SN: 75943512 RN: 2589329	Filed: March 14, 2000 Registered: July 2, 2002	Registered and Renewed	Mark' Andy, Inc.  Mark Andy UK  LTD.
QCDC	SN: 86838393	Filed: December 3, 2015	Registered, Section 8 & 15	Mark Andy Inc.

Mark	App. No./Reg. No.	App. Date/Reg. Date	Status	Owner
	RN: 5012273	Registered: August 2, 2016	Accepted and Acknowledged	
QUICK CHANGE DIE CUT	SN: 86838413 RN: 5000404	Filed: December 3, 2015 Registered: July 12, 2016	Registered, Section 8 Accepted	Mark Andy Inc.
ROTOFLEX and Design	SN: 74691702 RN: 1995118	Filed: June 21, 1995 Registered: August 20, 1996	Registered and Renewed	Mark Andy Canada Inc. Mark' Andy, Inc.
VERSA MAX	SN: 86017053 RN: 4822637	Filed: July 23, 2013 Registered: September 29, 2015	Registered, Section 8 & 15 Accepted and Acknowledged	Mai Capital Holdings, Inc.

TRADEMARK REEL: 008102 FRAME: 0387

**RECORDED: 06/16/2023**