## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM508648

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC, as Collateral Agent		01/31/2019	Public Limited Company: UNITED KINGDOM

## **RECEIVING PARTY DATA**

Name:	MacDermid Acumen, Inc.
Street Address:	5210 PHILLIP LEE DR SW
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30336
Entity Type:	Corporation: DELAWARE

#### **PROPERTY NUMBERS Total: 52**

Property Type	Number	Word Mark
Serial Number:	73377438	ACCUTRACE
Serial Number:	77692671	ANODEX
Serial Number:	85490496	ARGENTA
Serial Number:	73768508	BLACKHOLE
Serial Number:	73767944	BUFF-OFF
Serial Number:	76382590	CHEMIDIZE
Serial Number:	78597876	CHROMKLAD
Serial Number:	75446682	CLEPO
Serial Number:	76236422	ENVIRALLOY
Serial Number:	77588455	HELIOS
Serial Number:	71463002	IRIDITE
Serial Number:	72045238	IRILAC
Serial Number:	72028207	ISO-BRITE
Serial Number:	72271579	ISOPREP
Serial Number:	78486317	JS
Serial Number:	72437635	KENLEVEL
Serial Number:	72014731	KENVERT
Serial Number:	72156566	KENVERT
Serial Number:	85824250	M-
-	<u> </u>	TRADEMARK

900484154 **REEL: 006549 FRAME: 0736** 

Property Type	Number	Word Mark
Serial Number:	85716026	M
Serial Number:	85799877	M SYSTEM
Serial Number:	72213688	MACDERMID
Serial Number:	78852602	MACDERMID
Serial Number:	73708048	MACDERMID
Serial Number:	73708045	MACDERMID
Serial Number:	78513907	MACUPLEX
Serial Number:	72440884	MERIGRAPH
Serial Number:	72440885	MERIGRAPH
Serial Number:	75297044	METEX
Serial Number:	75113122	METEX
Serial Number:	72171464	METEX AQUALAC
Serial Number:	74433852	MICROTRACE
Serial Number:	85430309	MOONLITE
Serial Number:	76230639	M-PASS
Serial Number:	75327008	NEW DIMENSIONS
Serial Number:	74736586	NIKLAD
Serial Number:	72197593	PHOSPHOTEX
Serial Number:	76325062	PRISM
Serial Number:	71515887	ROCHELTEX
Serial Number:	77232724	ROHS ELV · WEEE · REACH COMPLIANT
Serial Number:	72236871	SN
Serial Number:	72236219	SNAC
Serial Number:	72236218	SNAP
Serial Number:	76130249	STANTEK
Serial Number:	76264434	STERLING
Serial Number:	85710124	SYSTEMAC
Serial Number:	76522452	TORQUE N TENSION
Serial Number:	78634137	TRIBLACK
Serial Number:	78490054	YES WE CAN
Serial Number:	76260763	ZINKLAD
Serial Number:	85646827	ZINKLAD
Serial Number:	85616850	ZINKLAD

#### **CORRESPONDENCE DATA**

**Fax Number:** 2127514864

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:** 212-906-1216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	030786-0725
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	02/05/2019

#### **Total Attachments: 9**

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#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of January 31, 2019 (this "Release"), is made by Barclays Bank PLC, as collateral agent (in such capacity and together with its successors, the "Collateral Agent") for (i) the Lenders from time to time party to the Credit Agreement (as defined below) and (ii) the other Secured Parties, in favor of MacDermid Graphics Solutions, LLC (f/k/a MacDermid Printing Solutions, LLC), a Delaware limited liability company ("MGS"), Napp Systems Inc., an Iowa corporation ("Napp"), MacDermid Acumen, Inc., a Delaware corporation ("MA"), and W. Canning Inc., a Delaware corporation ("Canning"). Each of MGS, Napp, MA and Canning are referred to herein individually as a "Grantor" and collectively, as the "Grantors". Capitalized terms not otherwise defined in this Release shall have the meanings provided or provided by reference in the Trademark Security Agreement (as defined below).

WHEREAS, reference is made to that certain First Lien Credit Agreement dated as of June 7, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), which was originally entered into by MacDermid Holdings, LLC, a Delaware limited liability company, MacDermid, Incorporated, a Connecticut corporation, the Lenders party thereto, and Credit Suisse AG, as administrative agent and as collateral agent (the "Prior Collateral Agent"), Goldman Sachs Lending Partners LLC, as syndication agent, and Nomura Securities International, Inc., as documentation agent;

WHEREAS, Grantors are party to that certain First Lien Pledge and Security Agreement, dated as of June 7, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Prior Collateral Agent;

WHEREAS, pursuant to the Security Agreement, Grantors executed and delivered that certain Trademark Security Agreement, dated as of June 7, 2013 (the "<u>Trademark Security Agreement</u>"), in favor of the Prior Collateral Agent, which was recorded in the records of the United States Patent and Trademark Office on July 18, 2013 at Reel 5073, Frame 0817 (with respect to MGS, as the Grantor), Reel 5073, Frame 0834 (with respect to Napp, as the Grantor), Reel 5073, Frame 0300 (with respect to MA, as the Grantor), and Reel 5073, Frame 0804 (with respect to Canning, as the Grantor);

WHEREAS, pursuant to the Trademark Security Agreement, each Grantor granted to the Prior Collateral Agent, for the ratable benefit of the Secured Parties, a security interest (the "Security Interest") in all of the following property of such Grantor, in each case, wherever located and then owned or at any time thereafter acquired by such Grantor or in which such Grantor had or at any time thereafter acquired any right, title and interest (but excluding any Excluded Assets), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration, or otherwise) of such Grantor's Obligations: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designs and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed on Schedule I attached hereto, (ii) the right to, and to obtain, all renewals thereof, (iii) the goodwill of the business connected with the use of and symbolized by the foregoing, (iv)

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the right to sue or otherwise recover for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit (collectively, the "Trademark Collateral");

WHEREAS, pursuant to that certain Resignation and Appointment Agreement, dated as of October 31, 2013, by and among the Prior Collateral Agent, the Collateral Agent, and other parties thereto (the "Resignation and Appointment Agreement"), the Prior Collateral Agent and the Collateral Agent entered into that certain Assignment and Assumption, effective as of October 31, 2013 ("Assignment"), which was recorded with the United States Patent and Trademark Office on October 17, 2014 at Reel 5396, Frame 0148.

WHEREAS, pursuant to the Assignment, the Prior Collateral Agent irrevocably assigned, without recourse, to the Collateral Agent, and the Collateral Agent assumed, all of the Prior Collateral Agent's rights and obligations as "Collateral Agent" in, to and under the Trademark Security Agreement, including, but not limited to, the Security Interest granted in the Trademark Collateral set forth on Schedule I attached hereto;

WHEREAS, the Collateral Agent acknowledges that the conditions for termination of its Security Interest in the Trademark Collateral have been met, and accordingly, the Collateral Agent has agreed to execute this Release.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent hereby releases and terminates in its entirety the Security Interest in and to the Trademark Collateral, and discharges, quit claims, and relinquishes unto each Grantor, and re-assigns to each Grantor, in each case as applicable, any and all right, title or interest it may have in, to, or under the Trademark Collateral of such Grantor.

[Signature Page Follows]

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IN WITNESS WHEREOF, Collateral Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

BARCLAYS BANK PLC, as Collateral

Name: S

: Sydney Denni

Title: Director

## **SCHEDULE I**

To

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

OWNER: W. Canning, Inc.

JURISDICTION	TRADEMARK	APP. NUMBER	REG. NUMBER
United States of	OCEANIC	75/525317	2281378
America			

# OWNER: MacDermid Acumen, Inc.

JURISDICTION	TRADEMARK	APP. NUMBER	REG. NUMBER
United States of America	ACCUMEN	73/377438	1250784
United States of America	ANODEX	77/692671	3708094
United States of America	ARGENTA	85/490496	4177165
United States of America	BLACKHOLE	73/768508	1624287
United States of America	BUFF-OFF	73/767944	1574201
United States of America	CHEMIDIZE	76/382590	2671999
United States of America	CHROMKLAD	78/597876	3073369
United States of America	CLEPO	75/446682	2284789
United States of America	ENVIRALLOY	76/236422	2897607
United States of America	HELIOS	77/588455	3634468
United States of America	IRIDITE	71/463002	0405074
United States of America	IRILAC	72/045238	0679455
United States of America	ISO-BRITE	72/028207	0664241
United States of America	ISOPREP	72/271579	0851606
United States of America	JS	78/486317	3070399
United States of America	KENLEVEL	72/437635	0968993
United States of America	KENVERT	72/014731	0643837
United States of America	KENVERT	72/156566	0771262
United States of America	M-	85/824250	

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# OWNER: MacDermid Acumen, Inc.

JURISDICTION	TRADEMARK	APP. NUMBER	REG. NUMBER
United States of America	M	85/716026	
United States of America	M SYSTEM	85/799877	
United States of America	MACDERMID	72/213688	0805857
United States of America	MACDERMID	78/852602	3297557
United States of America	MACDERMID (stylized)	73/708048	1543136
United States of America	MACDERMID (stylized) w/ribbon design	73/708045	1502741
United States of America	MACUPLEX	78/513907	3045613
United States of America	MERIGRAPH	72/440884	968408
United States of America	MERIGRAPH	72/440885	967945
United States of America	METEX	75/297044	2167515
United States of America	METEX	75/113122	2055262
United States of America	METEX AQUALAC (stylized)	72/171464	0769412
United States of America	MICROTRACE	74/433852	1841595
United States of America	MOONLITE	85/430309	4142604
United States of America	M-PASS	76/230639	2636976
United States of America	NEW DIMENSIONS	75/327008	2178483
United States of America	NIKLAD	74/736586	1999886
United States of America	PHOSPHOTEX	72/197593	0797432
United States of America	PRISM	76/325062	2671620

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# OWNER: MacDermid Acumen, Inc.

JURISDICTION	TRADEMARK	APP. NUMBER	REG. NUMBER
United States of	ROCHELTEX	71/515887	0506822
America	(stylized)		
United States of	RoHS ELV WEEE	77/232724	3592147
America	REACH		
	COMPLIANT (and Design)		
United States of	SN	70/026971	0926214
America	SIN	72/236871	0826314
United States of	SNAC	72/236219	0826310
America	SNAC	72/230219	0820310
United States of	SNAP	72/236218	0826309
America		, 2, 23 02 10	002000
United States of	STANTEK	76/130249	2496154
America			
United States of	STERLING	76/264434	2581819
America			
United States of	SYSTEMAC	85/710124	4320905
America			
United States of	TORQUE N	76/522452	2926187
America	TENSION		
United States of	TRIBLACK	78/634137	3106449
America			
United States of	YES WE CAN	78/490054	3130930
America			
United States of	ZINKLAD	76/260763	2815391
America	ZDWI AD	05/646005	4000500
United States of America	ZINKLAD	85/646827	4288520
United States of	ZINKLAD	85/616850	4264025
America	LINKLAD	83/010830	4204023
America			

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## OWNER: MacDermid Graphics Solutions, LLC

JURISDICTION	TRADEMARK	APP. NUMBER	REG. NUMBER
United States of America	DIGITAL EPIC	76/050183	2825490
United States of America	EPIC	76/311569	2639114
United States of America	LAVA	78/380383	3064393
United States of America	LUX	85/051628	3904243
United States of America	SOLVIT	74/284315	1752113
United States of America	FLEXCOR	75/031345	2141317
United States of America	FLEX-LIGHT	72/460376	0993532
United States of America	FLEX-LIGHT	73/129714	1097799
United States of America	HIGHLIGHT	74/581518	2055828
United States of America	LETTERFLEX	72/281075	0855774

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## OWNER: Napp Systems, Inc.

JURISDICTION	TRADEMARK	APP. NUMBER	REG. NUMBER
United States of America	NAPP	72/426981	0999390
United States of America	NAPP (stylized)	73/101286	1087637
United States of America	NAPPCOAT	75/289232	2229567
United States of America	NAPPFLEX	73/147814	1101236
United States of America	NAPPLATE	73/797112	1578465

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**RECORDED: 02/05/2019**