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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:	Chapter 11
MULTI-COLOR CORPORATION, *et al.*,	Case No.: 26-10910 (MBK)
Debtors.[1]	Judge: Michael B. Kaplan

REPLY OF THE CROSS-HOLDER AD HOC GROUP IN FURTHER SUPPORT OF ITS MOTION TO DISMISS OR, IN THE ALTERNATIVE, TRANSFER THE CHAPTER 11 CASES

The Cross-Holder Ad Hoc Group ("Movant" or "Group"), respectfully submits this Reply

[1] The last four digits of Debtor Multi-Color Corporation's tax identification number are 5853. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://veritaglobal.net/MCC. The location of the Debtors' service address for purposes of these chapter 11 cases is: 3284 Northside Parkway NW, Suite 400, Atlanta, Georgia 30327.

in further support of its *Motion to Dismiss or, in the Alternative, Transfer the Chapter 11 Cases* [Docket No. 71] (the "Motion"), and in response to the *Debtors' Omnibus Objection to Motions Seeking Dismissal or Transfer Venue* [Docket No. 302] (the "Objection"); *CD&R's Joinder and Objection to Motions of Cross-Holder Group and United States Trustee to Dismiss Case and Transfer Venue* [Docket No. 295] (the "CD&R Objection"); and *The Secured Ad Hoc Group's Joinder to Debtors' and CD&R's Objections to Motions Seeking Dismissal or Transfer of Venue* [Docket No. 314].

PRELIMINARY STATEMENT

1. Venue in these Chapter 11 cases is improper under 28 U.S.C. § 1408. For that reason, this case should either be dismissed or transferred to an appropriate district. A bankruptcy case may be commenced only in the district where the debtor maintained its domicile, principal place of business, or principal assets for the 180 days immediately preceding the filing—or for more of those days than in any other district. Of the fifty-six Debtors in these cases, only one—MCC-Norwood LLC ("Norwood")—purports to establish venue in the District of New Jersey. All other Debtors rely exclusively on Norwood's venue allegations under § 1408(2). But Norwood's own sworn petition facially defeats any claim that venue is proper here, and Norwood cannot simply amend its petition three weeks after it filed for chapter 11 relief to "cure" this defect.

2. Shortly before filing, the Debtors opened two bank accounts for purposes of certain first day relief, then submitted a petition that identified Norwood's principal place of business as Atlanta, Georgia. The filing left entirely blank the field for principal assets and thereby represented under penalty of perjury that Norwood's principal assets were also located in Georgia. Only after the U.S. Trustee, the Excluded First Lien Lenders, and the Group challenged venue at the first-day hearing did the Debtors claim before this Court that their "principal assets" were actually these

bank accounts and that these accounts were located in New Jersey.

3. The Debtors' belated claims of proper venue fail. First, the sworn representations in Norwood's original petition are judicial admissions that bind the Debtors in this case. These admissions cannot be erased by claiming inadvertence, particularly where the Debtors deliberately sought, albeit unsuccessfully, to engineer a venue hook by opening bank accounts a matter of days before filing. Second, even if these bank accounts are located in New Jersey, the accounts were only funded on January 13, 2026—a mere 16 days before the bankruptcy filing. Under the 180-day lookback period of § 1408(1), these accounts cannot establish venue because Norwood held substantial assets outside of New Jersey for far longer during that period.

4. Throughout the relevant period, Norwood owned assets with no connection to New Jersey: five U.S. patents and seven foreign reciprocal patents that the Debtors pledged as collateral for their prepetition funded indebtedness; intercompany receivables exceeding [redacted]; potential causes of action; and contract rights, including coverage under insurance policies and rights under debt documents. Each of these assets was held by Norwood for longer than the period that the bank accounts existed before the bankruptcy filing; none of these assets are located in New Jersey, and any one of these many assets constitutes a principal asset that existed for a greater portion of the 180-day period preceding the petition date than the newly funded bank accounts.

5. CD&R's arguments, and the arguments raised in a footnote in the Debtors' brief, regarding waiver are a red herring. The Group has timely, repeatedly and vigorously objected to the venue of these Chapter 11 cases at every turn. The Group expressly reserved venue in the adversary complaint filed, and the commitment letter cited in the Objection was never accepted by the Debtors, never became effective and therefore cannot constitute a binding waiver of any rights. As the Debtors acknowledge, not all Group members were even party to the commitment letter,

nor were the other movants. Thus, the parties in interest have not consented to venue in this court (or anywhere other than a proper venue).

6. The Debtors' position that a couple of nominally-funded, fully online bank accounts opened by Norwood in the days preceding a chapter 11 bankruptcy filing count as "assets," while longstanding assets—including over a [redacted] dollars in receivables listed as "Long Term Assets" on Norwood's balance sheet, intellectual property rights used in the Debtors' business, insurance rights and other contract rights—somehow do not is neither credible nor supported by the facts or law.

7. The Debtors' cynical manipulation of venue represents precisely the conduct that courts have repeatedly condemned. The Debtors have no nexus to New Jersey, let alone the Trenton vicinage. The Court should dismiss these Chapter 11 cases or, in the alternative, transfer them to a district with proper venue.

ARGUMENT

I. The Original Petition was Unambiguous and Cannot be Cured by Amendment.

8. The Debtors attempt to dismiss the venue deficiencies in Norwood's petition (the "Petition") as an immaterial omission that can simply be resolved by the filing of an amended petition. The Petition was not merely deficient—it affirmatively represented, under penalty of perjury, facts that contradict the Debtors' current venue theory. Once venue has been objected to as it has been here, the Debtors cannot simply amend the original petition in an attempt (and a futile one at that) to cure the deficiency. *See In re EDP Med. Computer Sys., Inc.*, 178 B.R. 57, 63 (M.D. Pa. 1995) (bankruptcy courts faced with improperly venued proceedings must either dismiss or transfer the case—they cannot retain it).

A. The Original Petition Contains Affirmative Representations, Not Mere Omissions.

9. The Debtors suggest that Norwood's original Petition contained only a "blank" that has since been remedied. Obj. at ¶ 2. This characterization ignores the sworn statements actually contained in the petition. Norwood's petition unequivocally stated that Norwood was formed in Ohio, that its principal place of business is in Atlanta, Georgia, and—critically—it left entirely blank the field asking for the "[l]ocation of principal assets, if different from the principal place of business." By leaving this field blank, Norwood affirmatively represented under penalty of perjury that the location of its principal assets was not different from its principal place of business—that those principals assets, indeed, were located in Georgia.

10. The Debtors' petition clearly stated the opposite of what they now contend. Obj. at ¶ 2. It was only after the U.S. Trustee, the Excluded First Lien Lenders and the Movant questioned venue at the first-day hearing that the Debtors "pivoted to an unsworn statement by its counsel as the sole support for venue here." *Motion of the United States Trustee to (I) Dismiss Case of Debtor MCC-Norwood, LLC Pursuant to 11 U.S.C. § 1112(b) and (II) Transfer Venue or Dismiss Cases of All Debtors Pursuant to 28 U.S.C. §§ 1406, 1408, and 1412 and Fed. R. Bankr. P. 1014(a)*, [Docket No. 266], ¶ 15. This statement does not merely go beyond the facts of the Petition; it contradicts them.

B. The Statements in the Original Petition Constitute Judicial Admissions.

11. Under Federal Rule of Bankruptcy Procedure 1008, bankruptcy petitions "must be verified or must contain an unsworn declaration under 28 U.S.C. § 1746." Fed. R. Bankr. P. 1008. Such declarations made under penalty of perjury carry "like force and effect" as sworn testimony. 28 U.S.C. § 1746; *see also In re Mazzei*, 2023 WL 6471079, at *1 n.1 (Bankr. W.D. Pa. Oct. 4, 2023) ("[S]tatements in bankruptcy schedules are executed under penalty of perjury and when

offered against a debtor are eligible for treatment as judicial admissions.") (citing *Larson v. Groos Bank, N.A.*, 204 B.R. 500, 502 (W.D. Tex. 1996)); *In re Kennedy*, 566 B.R. 690, 703, 720 (Bankr. D.N.J. 2017) (signing bankruptcy petitions under penalty of perjury constitutes an oath).

12. These sworn representations are judicial admissions that are binding on the Debtors. The Third Circuit has held that "[j]udicial admissions are restricted in scope to matters of fact which otherwise would require evidentiary proof," while "[a] legal conclusion . . . does not qualify [as] a judicial admission." *In re Pittsburgh Sports Assocs. Holding Co.*, 239 B.R. 75, 81 (Bankr. W.D. Pa. 1999) (citing *Glick v. White Motor Co.*, 458 F.2d 1287, 1291 (3d Cir. 1972); *Giannone v. United States Steel Corp.*, 238 F.2d 544, 547 (3d Cir. 1956)). Norwood's representation that its principal place of business was located in Atlanta, Georgia—and its representation that its principal assets were also located there—are factual assertions, not legal conclusions. Such admissions are "binding upon the party making the admission for purposes of the case in which made." *In re Pittsburgh Sports*, 238 B.R. at 81. The Debtors cannot escape these admissions by claiming inadvertence. The Third Circuit applies judicial estoppel where "intentional self-contradiction is . . . used as a means of obtaining unfair advantage." *Ryan Operations G.P. v. Santiam-Midwest Lumber Co.*, 81 F.3d 355, 362 (3d Cir. 1996) (quoting *Scarano v. Central R. Co. of N.J.*, 203 F.2d 510, 513 (3d Cir. 1953)). While the *Ryan Operations* court declined to infer bad faith "from the mere fact of nondisclosure," *id*. at 364, that is not this case. Here, the Debtors affirmatively represented under oath that Norwood's principal place of business and principal assets were in Georgia, then pivoted to an entirely inconsistent position only after the U.S. Trustee, the Excluded First Lien Lenders and the Movant challenged venue. This is not inadvertent nondisclosure—it is precisely the act of "playing 'fast and loose with the courts'" that *Ryan Operations* sought to avoid. *Id*. at 358 (quoting *Scarano*, 203 F.2d at 513).

13. The Debtors deliberately engineered a "venue hook" by opening bank accounts shortly before filing that they now allege are located in New Jersey, then filed a petition that failed to disclose any New Jersey assets, and only after being challenged claimed that their "principal assets" were in New Jersey all along. The Debtors should not be permitted to engage in such "gamesmanship." *See* Obj. at ¶ 2; *see* ECF Filing Receipt - Norwood Petition stating the file name for Norwood Petition is "01. **VENUE HOOK** - MCC - Voluntary Petition - MCC-Norwood, LLC [PFV_Fully Compiled].pdf" (bolding supplied).

C. Once Venue is Challenged, a Petition Cannot Be Amended to Cure the Defect.

14. The Debtors contend that Bankruptcy Rule 1009(a) permits them to amend the petition "at any time" to address their venue deficiency. Obj. at ¶ 16. While it is true that petitions are generally amendable, *see* FED. R. BANKR. P. 1009(a), the Debtors ignore the critical distinction between routine amendments and amendments designed to manufacture venue after a timely venue objection has been filed. Upon the filing of such an objection, the court must address the venue defect through mandatory transfer or dismissal procedures rather than allowing cure through a petition amendment. *See* FED. R. BANKR. P. 1014. Thus, the Debtors cannot simply cure any deficiency in their petition absent the express authorization of the Court. But even if the amendment is somehow permissible, it is still ineffective to establish venue based on the uncontroverted facts.

II. The Debtors had Principal Assets Located Outside of This District for the Greater Portion of the 180 Days Preceding the Petition Date.

15. The Debtors' singular focus on the ConnectOne Bank accounts (the "Accounts"), assumes that these Accounts are located in New Jersey and, more importantly, ignores the considerable assets that Norwood held for the vast majority of the 180-day lookback period. While

the Debtors argue a "context-specific" analysis for the location of a bank account,[2] they then ignore that standard entirely by mechanically pointing to the address on account paperwork rather than examining the actual circumstances of the account's creation and operation. The Accounts were opened online, through an electronic transaction, which included emails with a Norwood representative located in Ohio, an Alix Partners employee in New York, and ConnectOne Bank representatives in both New Jersey and New York.[3] The Debtors have not presented evidence that any Norwood representative involved in opening the account set foot in New Jersey or conducted business at the Sylvan Avenue Branch.[4] The mere administrative designation of a branch location on account paperwork does not establish the Accounts were actually opened or sitused there for purposes of venue.

16. Even accepting the Accounts as located in New Jersey, they were only opened on December 19, 2025, and funded on January 13, 2026—a mere 16 days before the Petition Date. *See* Obj. at ¶¶ 7–9. Under 28 U.S.C. § 1408(1), venue is proper only where the debtor's principal assets "have been located for the one hundred and eighty days immediately preceding such commencement, ***or for a longer portion of such one-hundred-and-eighty-day period*** than . . . principal assets . . . were located in any other district." (emphasis added). Courts apply a straightforward calendar-day counting method to the 180-day lookback period. *See In re*

[2] *But see In re Healy*, 1989 Bankr. LEXIS 2109, at *2 (Bankr. D. Md. Nov. 17, 1989) (holding for venue purposes bank accounts are located at the domicile of the owner, not the bank).

[3] *See Declaration of Benjamin Rosenblum in Support of Reply of the Cross-Holder Ad Hoc Group in Further Support of its Motion to Dismiss or, in the Alternative, Transfer the Chapter 11 Cases* (the "Rosenblum Decl.") Ex. 1 (MCC_000227); Rosenblum Decl. Ex. 2 (Rough Draft Transcript of Feb. 23, 2026, Deposition of Eric Koza ("Koza Tr.") 40:14-21; 60:2-8).

[4] Koza Tr. 59:13-22 [redacted]; Rosenblum Decl. Ex. 3 (Rough Draft Transcript of Feb. 23, 2026, Deposition of Garrett Gabel ("Gabel Tr.") 60:15-18 [redacted]

Industrial Pollution Control, Inc., 137 B.R. 176, 179 (Bankr. E.D. Pa. 1992) (finding venue proper in Pennsylvania where debtor had principal assets there for 67 days—longer than in any other single district during the 180-day period).

17. Any assets that were held by Norwood for longer than 16 days during the period of August 2, 2026, to January 29, 2026—the 180 days preceding the Petition Date—are venue determinative. As the Debtors concede, Norwood is an entity that was formed over a decade ago. Obj. at ¶ 4, 29 ("MCC-Norwood *is* a twelve-year-old entity). It had numerous longstanding assets.

18. The Debtors admit that Norwood owned multiple categories of assets throughout the 180-day period. Indeed, the Objection admits and discusses various assets existing throughout the 180-day period outside of this District, but goes through pains to minimize the purpose and value of those assets. Their efforts are futile—*any* assets owned by Norwood for longer than the Accounts are the only assets that matter for venue purposes, and none of those assets have any connection to New Jersey. *See In re Canavos*, 108 B.R. 55, 58 n.4 (Bankr. E.D. Pa. 1989) (stock having a value of zero dollars nonetheless constituted "principal assets").

A. Norwood's Patents Are Assets Located Outside New Jersey.

19. The Debtors admit that Norwood owned five U.S. patents and seven foreign reciprocal patents (the "Patents") throughout the entire 180-day lookback period. Obj. at ¶ 31.[5] The Debtors' case fails on this admission alone. While the Debtors argue about the value of these patents, *id.* at 15, such arguments are not responsive to the point that each of these Patents are assets and assets that reside outside of this District. Moreover, the Debtors' assertion that the Patents are valueless is factually unsupported and, indeed, contradicted by the Debtors themselves.

[5] *See also* Rosenblum Decl., Ex. 5 (MCC_000199); Ex. 6 (MCC_000208); Ex. 7 (MCC_000169); Ex. 8 (MCC_000182); Ex. 9 (Patent No. 7,807,262, which the Debtors did not disclose in discovery); Ex. 10 (MCC_093249); Ex. 11 (MCC_093278); Ex. 12 (MCC_093335); Ex. 13 (MCC_093363); Ex. 14 (MCC_093390); Koza Tr. 118:23-25.

20. First, the Debtors' own conduct contradicts their claim. The Debtors paid consideration to obtain the patents. They then paid fees to maintain the patents.[6] The patents were pledged to secure the Debtors' prepetition funded indebtedness—a step also requiring the expenditure of funds.[7] The Debtors even admit that to this day they continue to utilize the technology described in at least one of the patents in their manufacturing processes. Obj. at ¶ 33; Koza Tr. 120:4-18. The Debtors' statements regarding the fact that they do not license the Patents and questioning the Patents' qualitative benefit are without evidentiary support and irrelevant. The Debtors' expenditure of funds to acquire, maintain and pledge the Patents as collateral, as well as their continued use in operation, defeat the Debtors' claims that the Patents are valueless, let alone not "assets" at all.

21. It is also undisputed that these Patents are not located in New Jersey. The Patents were assigned to Norwood in connection with the acquisition of an Ohio manufacturing facility, Obj. at ¶ 4, 31, and all inventors listed on the patents are located in Ohio. *See supra* note 5. Norwood is an Ohio legal entity, with its principal place of business in Georgia. The Group does not dispute that the Patents are an intangible asset, but the Debtors' conclusion that the patents may "have not a legal situs" is incorrect. Obj. at 16 n.13. The Debtors' argument that intangible property in the form of bank accounts matter for venue purposes, but intangible property in the form of intellectual property do not is without merit and contrary to the Debtors' argument of a contextual test for intangible property. "The general rule is that intangible personal property is 'located' in its owner's domicile." *See GP Credit Co., LLC v. Orlando Residence, Ltd.*, 349 F.3d

[6] *See* Rosenblum Decl., Exs. 15-19 (U.S. Patent and Trademark Office records showing that MCC-Norwood paid fees to maintain their patents as recently as October 29, 2025).

[7] Rosenblum Decl., Ex. 20 (ABL Security Agreement Patent Assignment); Ex. 21 (Cash Flow Security Agreement Patent Assignment); Ex. 22 (Notes Security Agreement Patent Assignment).

976, 979-80 (7th Cir. 2003) (citing *In re Lambert*, 179 F.3d 281, 285 (5th Cir.1999); *Robertson v. Robertson*, 803 F.2d 136, 137 (5th Cir.1986); *Gordon v. Holly Woods Acres, Inc.*, 328 F.2d 253, 255 (6th Cir. 1964)); *see also Horne v. Adloph Coors Co.*, 684 F.2d 255, 259 (3d Cir. 1982) ("[B]oth a state trade secret and a patent should be deemed to have their fictional situs at the residence of the owner."). Regardless, under no reasonable interpretation are the Patents located in New Jersey.

B. Norwood's Intercompany Receivables Are Assets Located Outside New Jersey.

22. The Debtors dismiss Norwood's intercompany balances as mere "Journal Entry Allocations" that could not possibly constitute an asset of Norwood. *See, e.g.,* Obj. at ¶ 42. But the Debtors' own books and records show [redacted], *see* Rosenblum Decl. Ex. 23 at p.2 (MCC 091749); Ex. 24 at p.10 (MCC_000165), which the Debtors, for unstated reasons, "determined" to "eliminate[]" on or around November 12, 2025. Obj. at ¶ 41; Rosenblum Decl. Ex. 25 (MCC_000166, Rows 34372-79).

23. [redacted]. *See* Rosenblum Decl. Ex. 26 (Expert Report of Matthew S. Jacques, (the "Jacques Report")[8] at ¶¶ 22, 30); Ex. 4 (Transcript of February 23, 2026 Deposition of Matthew Jacques (the "Jacques Tr.") at 79:12–14).[9] Included in these accounts

[8] While the Cross Holder Ad Hoc Group does not challenge Mr. Jacques' qualifications to testify as a CPA on accounting principles, it will move, *inter alia*, under Rule 702 to preclude his opinions on the economic value, substance or benefit of the intercompany receivables, which exceed his qualifications and lack methodological foundation.

[9] [redacted]

are (1) deposits of nearly $5 million in cash received from the sale of Norwood's owned real property, *see* Obj. at ¶ 6, Rosenblum Decl. Ex. 25 (Rows 31004, 31026, 31027), and [redacted] *See* Jacques Report at ¶ 22. Thus the accounts (up until November 2025) evidenced actual claims resulting from actual transactions between Debtors that the Debtors themselves contend (by filing separate petitions in bankruptcy) are separate entities.

24. Courts have repeatedly recognized that intercompany receivables constitute assets for venue purposes. *See In re Energy Future Holdings Corp.*, 561 B.R. 630, 635 (Bankr. D. Del. 2016) (recognizing "intercompany receivables" as assets); *In re Sunac China Holdings Ltd.*, 656 B.R. 715, 728 (Bankr. S.D.N.Y. 2024) (debtor's "main assets are intangibles—principally, amounts due from subsidiaries"); *see also In re J & L Plumbing & Heating, Inc.*, 186 B.R. 388, 391 (Bankr. E.D. Pa. 1995) ("accounts receivable are 'assets,' the proper 'location' of which can be determinative of a § 1408 question"). Such accounts receivable remain enforceable whether or not they've been written off. *See Ibson v. United Healthcare Servs., Inc.*, 877 F.3d 384, 388 n.7 (8th Cir. 2017) ("A 'charge off' (or 'write off') does not extinguish a debt or a legal obligation to pay."); *In re Zilka*, 407 B.R. 684, 687 (Bankr. W.D. Pa. 2009) (same).

25. Some courts hold the situs of accounts receivable is the location of the account debtor—the entity that owes the money—while others hold the situs is the location of the debtor. *Compare id.* at 392 ("[I]f accounts receivable are indeed the debtor's principal asset, such accounts would seem to generally be more properly pursued in the locus of the accounts debtor."); *and In re Mainline Contracting, Inc.*, 2009 WL 3785568, at *3 (Bankr. E.D.N.C. Nov. 10, 2009) ("[T]he proper location of accounts receivable is the situs of the account debtors.") (citation omitted) *with In re Washington, Perito & Dubuc*, 154 B.R. 853, 861 (Bankr. S.D.N.Y. 1993) (situs of account

receivable is location of the debtor).

26. Here, neither Norwood nor any of the affiliate account debtors are located in New Jersey. Under any approach, the accounts receivable are not located in this District.

C. The Elimination of the Norwood's Intercompany Receivables Gives Rise to Claims that are Assets of Norwood.

27. The Debtors have provided no plausible explanation for why the "Post-Closure Review" that eliminated a $[redacted] Obj. at ¶ 41; Jacques Report at ¶ 23; Jacques Tr. at 170:5-17;[10] *see, e.g.*, Koza Tr. at 29:24-25 [redacted]. [redacted] *see* Jacques Report at ¶ 22, [redacted] Jacques Tr. at 192:9-20.[11] [redacted] Jacques Tr. 174:13-177:18 [redacted]; 178:8-181:25 [redacted]; Gabel Tr. 79:23-25 [redacted]; 80:7-24 [redacted]; *see* Rosenblum Decl. Ex. 23 (MCC 091749).

[10] [redacted]

[11] [redacted]

28. Without even an alleged rationale, these actions purportedly deprived Norwood of over [redacted] for no consideration, at the time when the Debtors concede Norwood was insolvent, *see* Obj. at 49 ("MCC-Norwood has assets far below its liabilities and no cash flows (*i.e.*, insolvent). MCC-Norwood is clearly in financial distress,[12] and therefore, these accounting entries give rise to potential avoidance actions under state law and the Bankruptcy Code. They may also give rise to claims of breach of fiduciary duty or other commercial tort claims.[13] It is well established that such state law claims and causes of action are assets that become property of the bankruptcy estate. *See* 11 U.S.C. § 541(a); *Integrated Sols., Inc. v. Serv. Support Specialties, Inc.*, 124 F.3d 487, 490 (3d Cir. 1997) (section 541 extends "to encompass all kinds of property, including intangibles and causes of action").

29. Commercial tort claims and state law avoidance action claims—arising from transactions and accounting changes that occurred outside of New Jersey—were assets of Norwood for a greater portion of the 180-day period than the Accounts. If these claims were the only surviving assets of Norwood, one or more of them would qualify as principal assets not located in New Jersey.

C. Norwood's Insurance Rights are Assets Located Outside New Jersey.

30. Norwood also held insurance rights for the 180 days preceding the chapter 11 filings, including rights under the Debtors' directors' and officers' liability insurance coverage (the "D&O Policy") and other policies. *See* Docket Nos. 6 & 13.[14] These insurance rights constitute

[12] Norwood is a guarantor on the Debtors' over $5 billion of funded debt. *See, e.g.*, Gabel Tr. 101:3-10; 103:5-14; Rosenblum Decl. Ex 34 (MCC_010008, pg. 35); Ex. 35 (MCC_011048, pg. 21); Ex. 36 (MCC_007075, pg. 9); Ex. 37 (MCC_006374, pg. 120); Ex. 38 (MCC_006527, pg. 185).

[13] [redacted]

[14] *See also* Rosenblum Decl., Ex. 27 (MCC_007453); Ex. 28 (MCC_007649); Ex. 29 (MCC_007513); Ex. 30 (MCC_007524); Ex. 31 (MCC_7543); Ex. 32 (MCC_007496).

assets that are not located in New Jersey.

31. While there are situations where proceeds of an insurance policy that are not payable to the debtor may not constitute an asset of the debtor, the case law is uniform that a debtor's insurance policies are assets that are property of the debtor and its estate. *See, e.g., ACandS, Inc. v. Travelers Cas. & Sur. Co.*, 435 F.3d 252, 260 (3d Cir. 2006) ("It has long been the rule in this Circuit that insurance policies are considered part of the property of a bankruptcy estate."); *First Fid. Bank v. McAteer*, 985 F.2d 114, 116 (3d Cir. 1993) ("insurance policies are property of the estate 'even though the policy has not matured, has no cash surrender value and is otherwise contingent.'") (citing *Estate of Lellock v. Prudential Ins. Co.*, 811 F.2d 186, 189 (3d Cir. 1987)); *In re GB Holdings, Inc.*, No. 05-42736/JHW, 2006 Bankr. LEXIS 4131, at *5 (Bankr. D.N.J. Sep. 21, 2006) (debtor is owner of D&O policy).

32. The Debtors principally[15] rely on *In re Zenith Labs., Inc.*, 104 B.R. 659 (D.N.J. 1989) to argue that a D&O insurance policy is not an "asset," but *Zenith* actually supports the opposite conclusion. In *Zenith*, the court addressed whether the automatic stay barred lawsuits against certain directors and officers of the debtor. The policy included both direct coverage for the directors ("Side A Coverage") and reimbursement coverage for the debtor corporation's indemnification of the directors ("Side B Coverage"). *Id*. at 666. The court held that Side A Coverage did not implicate the automatic stay as the proceeds belonged to the directors and officers. *See id*. at 665-66. As for Side B Coverage, the court found it also did not implicate the estate because—unusually—the debtor had no indemnification obligation to its officers and directors. *Id*. at 665. The debtor argued it could voluntarily indemnify the directors, but the court

[15] The Debtors also cite *Excelsior Ins. Co. v. Pennsbury Pain Center*, 975 F. Supp. 342 (D.N.J. 1996) in passing as quoting *Zenith*. *Excelsio*r is inapposite as it addressed a situation where the debtor had parted with the insurance policy prepetition and the court found that the debtor's rights were extinguished pre-bankruptcy.

deemed that scenario "purely theoretical." *Id*. at 666. The Debtors misleadingly cherry-pick this and other phrases from *Zenith* and use them out of context. But *Zenith* expressly distinguished itself from other decisions—which it viewed as consistent—because in those cases "the directors had a clear right of indemnity against the debtor." *Id*. Here, unlike in *Zenith*, [redacted] Obj. at ¶ 35; Rosenblum Decl. Ex. 33 (MCC_053507, § 10.02). Thus, under *Zenith* and numerous other authorities, the Side B Coverage is an "asset." Moreover, as the Debtors concede, the policy includes "side C coverage," *id*., which directly benefits Norwood in a straightforward manner.

33. The Third Circuit has stated clearly and repeatedly that an insurance policy is property of the debtor, regardless of whether it can be characterized as contingent.[16] *E.g.*, *First Fid.*, 985 at 116. The Debtors' argument that the D&O policies that directly benefit Norwood are not assets is contradicted by numerous decisions of the Third Circuit Court of Appeals and without any merit. *See ACandS,* 435 F.3d at 260 *; First Fid. Bank,* 985 F.2d at 116; *Lellock,* 811 F.2d at 189.

34. As with all of Norwood's other long-standing assets, the insurance policies have no nexus to this District whatsoever. Neither Norwood nor any of the other named insureds under the policy are located in New Jersey. None of the various insurers are located in New Jersey.

D. Norwood's Other Contract Rights are Assets Located Outside New Jersey.

35. The Debtors also acknowledge that Norwood is party to the various funded debt instruments and has been for the entirety of the 180-day period. Obj., at n.21. These documents

[16] The attempted stripping of Norwood's assets in November 2025 and the acts of Norwood's representatives in connection with the case makes the D&O insurance coverage all the more significant. While the Debtors argue this insurance is not an "asset," Obj. at ¶ 36, the potential for coverage—particularly in light of the questionable accounting changes that eliminated over [redacted] in intercompany receivables—represents a contingent right that may have substantial value.

are governed by New York law with New York forum selection clauses.[17] Several cases have held that, for venue purposes, these sorts of contractual rights are assets located in New York. *See*, *e.g.*, *In re Ocean Rig UDW Inc.*, 570 B.R. 687, 700 (Bankr. S.D.N.Y. 2017) ("The Foreign Debtors' debt instruments governed by New York law also satisfy the venue requirements for these proceedings in the Southern District of New York."); *In re Berau Cap. Res. Pte Ltd*, 540 B.R. 80, 84 (Bankr. S.D.N.Y. 2015) (same).

36. These contract rights existed for the entirety of the 180-days before the bankruptcy filing and were located outside of New Jersey.

III. Arguments That The Group Has Waived or is Estopped from Pursuing Its Venue Motion are a Red Herring.

37. CD&R (and in a footnote, the Debtors) argue that the Group has waived or is estopped from pursuing its motion to transfer venue —which motion was timely filed on the second day of the case—due to the Group's commencement of an adversary case in this Court and an unexecuted commitment letter from certain members of the Group relating to a rejected alternative DIP facility. Obj. at ¶ 14 n.10; CD&R Obj. at ¶¶ 3 n.3, 6-9. These arguments fail for multiple reasons.

38. From the start, the Group has consistently prosecuted and preserved its venue objection, and the Court has also recognized and preserved these objections. *See* Jan. 30, 2026 Hr'g Tr. at 29:20-30:15. The Group filed the Motion on January 30, 2026—the day after the Petition Date—and has reiterated its venue objection at every turn in these proceedings. There has been no waiver.

39. With respect to the adversary case commenced to seek declaratory relief, the

[17] *See* Rosenblum Decl. Ex 34 (MCC_010008, § 11.12); Ex. 35 (MCC_011048, § 11.12); Ex. 36 (MCC_007075, § 115); Ex. 37 (MCC_006374, § 13.06); Ex. 38 (MCC_006527, § 115).

Complaint provides an extensive objection and reservation of rights with respect to the venue of these Chapter 11 cases. The Complaint asserts, "Venue is not proper in this district." Complaint, ¶ 15. "By their own admission," it continues, "none of the Debtors is domiciled in this district, none of the Debtors has had its principal place of business in this district at any time during the 180 days preceding the commencement of these Chapter 11 Cases, and none of the Debtors has had its principal assets in this district for at most more than a few days during the 180 days prior to the commencement of these Chapter 11 Cases." *Id.* The Complaint also requests that "[t]he Court should dismiss the Chapter 11 Cases or transfer them to a proper district." *Id.; see also id. at* ¶ 16. This is not a waiver of venue.

40. With respect to the commitment letter, which is governed by New York law, the letter is not "valid, binding, and enforceable," no matter how many times CD&R repeats that phrase. Under New York law, while commitment letters can constitute enforceable contracts when accepted, they become binding only upon satisfaction of conditions precedent and acceptance by the counterparty. *See Transit Mgmt., LLC v. Watson Indus., Inc.*, 23 A.D.3d 1152, 1154 (4th Dep't 2005) (where a commitment letter contains conditions precedent that are not met, "the commitment letter is [not] enforceable" because "the obligation under the commitment letter never arose"); *Parkway Inn, Inc. v. First Fed. Sav. & Loan Ass'n of Rochester*, 50 Misc. 2d 211, 213 (Sup. Ct. Monroe Cnty. 1966) (no contract was formed absent the borrower's signature). Here, the commitment letter, which was prepared in advance of the filing, was proffered by the Group as a potential DIP facility, but the Debtors never accepted it. Docket No. 78, at ECF 8 (stating letter will be binding only upon full execution). The Debtors cannot now claim the benefit of a waiver provision in an agreement, which letter provided that it would only become a binding agreement between the parties upon their execution. *See Scheck v. Francis*, 26 N.Y.2d 466, 469-70 (1970)

("[I]f the parties to an agreement do not intend it to be binding upon them until it is reduced to writing and signed by both of them, they are not bound and may not be held liable until it has been written out and signed"); *see also Astellas Pharma Inc. v. MSN Pharmaceuticals Inc.*, 2025 WL 254577, at *3 (D. Del. Jan. 21, 2025) ("[I]f the parties 'agree[ ] that the contract is not to be effective or binding until certain conditions are performed or occur, no binding contract will arise until the conditions specified have occurred or been performed'") (quoting 13 Williston on Contracts § 38:7 (4th ed.)).

41. Even if the commitment letter were enforceable (it is not), it would not bind all members of the Group. For example, Owl Creek Asset Management L.P., a member of the Group, did not sign the commitment letter. The Debtors cannot, as they acknowledge, Obj. at ¶ 14 n.10, use a document signed by some members of a group to waive the rights of members who did not sign.

42. CD&R's and the Debtors' reliance on theories of waiver or judicial estoppel are thus unavailing.

IV. The Debtors Do Not Allege Any Nexus to Trenton.

43. Even assuming venue were proper in this District, the Debtors filed in the Trenton Vicinage despite their own (improper) Amended Petition identifying the location of Norwood's principal assets as Englewood Cliffs, New Jersey—which is in the Newark Vicinage. Under New Jersey Local Bankruptcy Rule 1002-1, "a petition commencing a case must be filed in the vicinage in which the debtor is domiciled or in which the debtor maintains its residence, principal place of business, or principal assets." The Debtors' manipulation of the venue statute to file in a district (and vicinage) with no genuine connection to Norwood or the Debtors' operations undermines the integrity of the bankruptcy system.

CONCLUSION

For the foregoing reasons, the Group respectfully requests that the Court (i) dismiss the Chapter 11 cases or, in the alternative (ii) transfer the Chapter 11 cases to the District of Delaware or another district with proper venue.

Dated: February 24, 2026

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:	Chapter 11
MULTI-COLOR CORPORATION, *et al.*,	Case No.: 26-10910 (MBK)
Debtors.[1]	Judge: Michael B. Kaplan

DECLARATION OF BENJAMIN ROSENBLUM IN SUPPORT OF REPLY OF THE CROSS-HOLDER AD HOC GROUP IN FURTHER SUPPORT OF ITS MOTION TO DISMISS OR, IN THE ALTERNATIVE, TRANSFER THE CHAPTER 11 CASES

I, Benjamin Rosenblum, declare as follows, pursuant to 28 U.S.C. § 1746:

[1] The last four digits of Debtor Multi-Color Corporation's tax identification number are 5853. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://veritaglobal.net/MCC. The location of the Debtors' service address for purposes of these chapter 11 cases is: 3284 Northside Parkway NW, Suite 400, Atlanta, Georgia 30327.

1. I am a partner in the law firm Jones Day, counsel to The Cross-Holder Ad Hoc Group (the "Movant") in this proceeding. I am personally familiar with the pleadings and proceedings in this case and with the matters set forth below.

2. I submit this declaration in support of the *Reply of the Cross-Holder Ad Hoc Group in Further Support of its Motion to Dismiss or, in the Alternative, Transfer the Chapter 11 Cases* (the "Reply").[2]

3. Attached hereto as **Exhibit 1** is a true and correct copy of a document produced by the Debtors in this case with Bates number MCC_000227.

4. Attached hereto as **Exhibit 2** is a true and correct copy of the rough transcript of the February 23, 2026 deposition of Eric Koza.

5. Attached hereto as **Exhibit 3** is a true and correct copy of the rough transcript of the February 23, 2026 deposition of Garrett Gabel.

6. Attached hereto as **Exhibit 4** is a true and correct copy of the final transcript of the February 23, 2026 deposition of Matthew Jacques.

7. Attached hereto as **Exhibit 5** is a true and correct copy of a document produced by the Debtors in this case with Bates number MCC_000199.

8. Attached hereto as **Exhibit 6** is a true and correct copy of a document produced by the Debtors in this case with Bates number MCC_000208.

9. Attached hereto as **Exhibit 7** is a true and correct copy of a document produced by the Debtors in this case with Bates number MCC_000169.

10. Attached hereto as **Exhibit 8** is a true and correct copy of a document produced by the Debtors in this case with Bates number MCC_000182.

[2] Capitalized terms not otherwise defined herein shall have meanings ascribed to such terms in the Reply.

11. Attached hereto as **Exhibit 9** is a true and correct copy of a patent numbered 7,807,262.

12. Attached hereto as **Exhibit 10** is a true and correct copy of a document produced by the Debtors in this case with Bates number MCC_093249.

13. Attached hereto as **Exhibit 11** is a true and correct copy of a document produced by the Debtors in this case with Bates number MCC_093278.

14. Attached hereto as **Exhibit 12** is a true and correct copy of a document produced by the Debtors in this case with Bates number MCC_093335.

15. Attached hereto as **Exhibit 13** is a true and correct copy of a document produced by the Debtors in this case with Bates number MCC_093363.

16. Attached hereto as **Exhibit 14** is a true and correct copy of a document produced by the Debtors in this case with Bates number MCC_093390.

17. Attached hereto as **Exhibit 15** is a true and correct copy of a webpage on the U.S. Patent and Trademark Office's website relating to Patent No. 8,709,556.

18. Attached hereto as **Exhibit 16** is a true and correct copy of a webpage on the U.S. Patent and Trademark Office's website relating to Patent No. 8,986,475.

19. Attached hereto as **Exhibit 17** is a true and correct copy of a webpage on the U.S. Patent and Trademark Office's website relating to Patent No. 10,160,258.

20. Attached hereto as **Exhibit 18** is a true and correct copy of a webpage on the U.S. Patent and Trademark Office's website relating to Patent No. 10,328,668.

21. Attached hereto as **Exhibit 19** is a true and correct copy of a webpage on the U.S. Patent and Trademark Office's website relating to Patent No. 7,807,262.

22. Attached hereto as **Exhibit 20** is a true and correct copy of the ABL Security Agreement Patent Assignment.

23. Attached hereto as **Exhibit 21** is a true and correct copy of the Cash Flow Security Agreement Patent Assignment.

24. Attached hereto as **Exhibit 22** is a true and correct copy of the Notes Security Agreement Patent Assignment.

25. Attached hereto as **Exhibit 23** is a true and correct pdf copy of three spreadsheets contained in a native Excel document produced by the Debtors in this case with Bates number MCC_091749.

26. Attached hereto as **Exhibit 24** is a true and correct pdf copy of a native Excel document produced by the Debtors in this case with Bates number MCC_000165.

27. Attached hereto as **Exhibit 25** is a true and correct pdf copy of a portion of a native Excel document produced by the Debtors in this case with Bates number MCC_000166.

28. Attached hereto as **Exhibit 26** is a true and correct copy of the Expert Report of Matthew S. Jacques.

29. Attached hereto as **Exhibit 27** is a true and correct copy of a document produced by the Debtors in this case with Bates number MCC_007453.

30. Attached hereto as **Exhibit 28** is a true and correct copy of a document produced by the Debtors in this case with Bates number MCC_007649.

31. Attached hereto as **Exhibit 29** is a true and correct copy of a document produced by the Debtors in this case with Bates number MCC_007513.

32. Attached hereto as **Exhibit 30** is a true and correct copy of a document produced by the Debtors in this case with Bates number MCC_007524.

33. Attached hereto as **Exhibit 31** is a true and correct copy of a document produced by the Debtors in this case with Bates number MCC_007543.

34. Attached hereto as **Exhibit 32** is a true and correct copy of a document produced by the Debtors in this case with Bates number MCC_007496.

35. Attached hereto as **Exhibit 33** is a true and correct copy of a document produced by the Debtors in this case with Bates number MCC_053507.

36. Attached hereto as **Exhibit 34** is a true and correct copy of a document produced by the Debtors in this case with Bates number MCC_010008.

37. Attached hereto as **Exhibit 35** is a true and correct copy of a document produced by the Debtors in this case with Bates number MCC_011048.

38. Attached hereto as **Exhibit 36** is a true and correct copy of a document produced by the Debtors in this case with Bates number MCC_007075.

39. Attached hereto as **Exhibit 37** is a true and correct copy of a document produced by the Debtors in this case with Bates number MCC_006374.

40. Attached hereto as **Exhibit 38** is a true and correct copy of a document produced by the Debtors in this case with Bates number MCC_006527.

I declare on this 24th day of February, 2026, under the penalties of perjury that the foregoing is true and correct, and I understand that this document may be filed in an action or proceeding in a court of law.

Executed in New York, New York, on February 24, 2026. */s/ Benjamin Rosenblum*
Benjamin Rosenblum

EXHIBIT 1

SUBJECT OF MOTION TO SEAL

EXHIBIT 2

SUBJECT OF MOTION TO SEAL

EXHIBIT 3

SUBJECT OF MOTION TO SEAL

EXHIBIT 4

SUBJECT OF MOTION TO SEAL

EXHIBIT 5

SUBJECT OF MOTION TO SEAL

EXHIBIT 6

SUBJECT OF MOTION TO SEAL

EXHIBIT 7

SUBJECT OF MOTION TO SEAL

EXHIBIT 8

SUBJECT OF MOTION TO SEAL

EXHIBIT 9



US007807262B2

(12) **United States Patent**
Ansari et al.

(10) **Patent No.: US 7,807,262 B2**
(45) **Date of Patent: Oct. 5, 2010**

(54) **THERMAL INSULATIVE LABEL**

(75) Inventors: **Saifuddin M. Ansari**, West Chester, OH (US); **Robert J. Wojewoda**, Amelia, OH (US); **Kurt A. Zimmerman**, Summerfield, NC (US)

(73) Assignee: **Graphic Packaging International, Inc.**, Marietta, GA (US)

(*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 901 days.

(21) Appl. No.: **11/536,262**

(22) Filed: **Sep. 28, 2006**

(65) **Prior Publication Data**

US 2008/0081185 A1 Apr. 3, 2008

(51) **Int. Cl.**

B32B 27/32	(2006.01)
B32B 5/16	(2006.01)
B32B 7/12	(2006.01)
B32B 27/40	(2006.01)
B32B 27/36	(2006.01)
B32B 27/00	(2006.01)

(52) **U.S. Cl.** **428/323**; 428/220; 428/327; 428/332; 428/343; 428/354; 428/423.1; 428/474.4; 428/480; 428/500

(58) **Field of Classification Search** ..... None
See application file for complete search history.

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(74) *Attorney, Agent, or Firm*—Womble Carlyle Sandridge & Rice, PLLC

(57) **ABSTRACT**

A thermally insulative label is provided. The label includes a first layer of material including an insulative coating, and a second layer of shrink material coupled to the first layer wherein the second layer includes graphics.

52 Claims, 3 Drawing Sheets

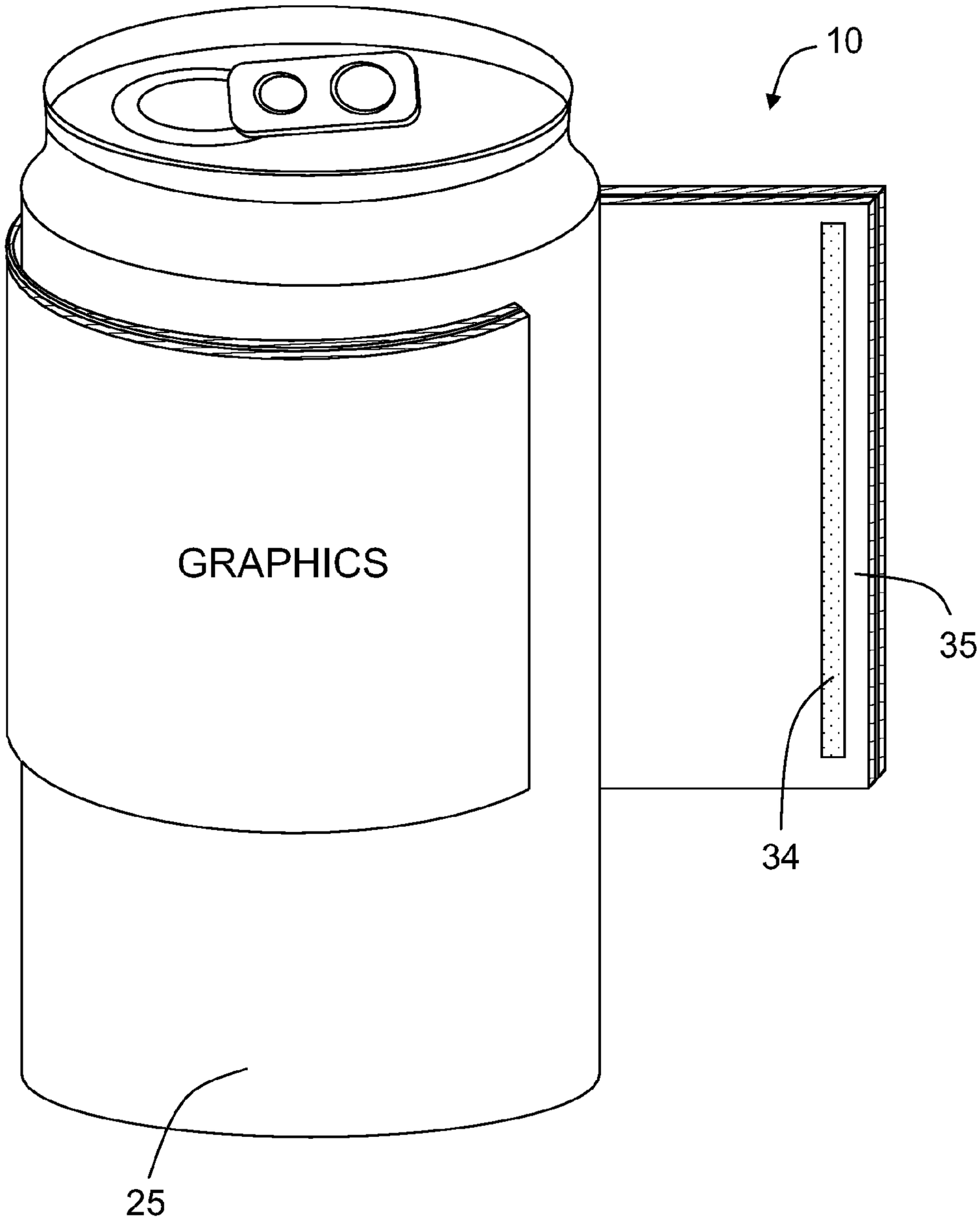


FIG. 1

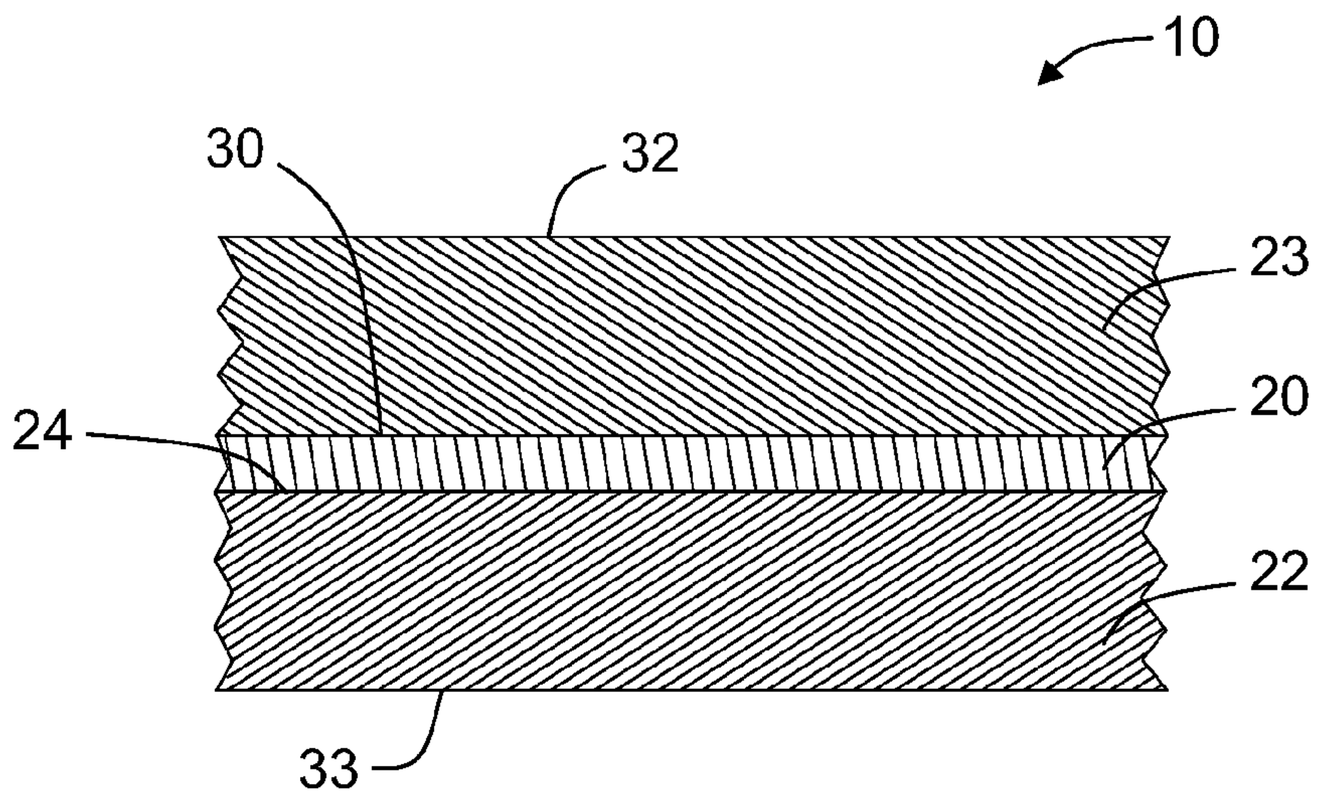


FIG. 2

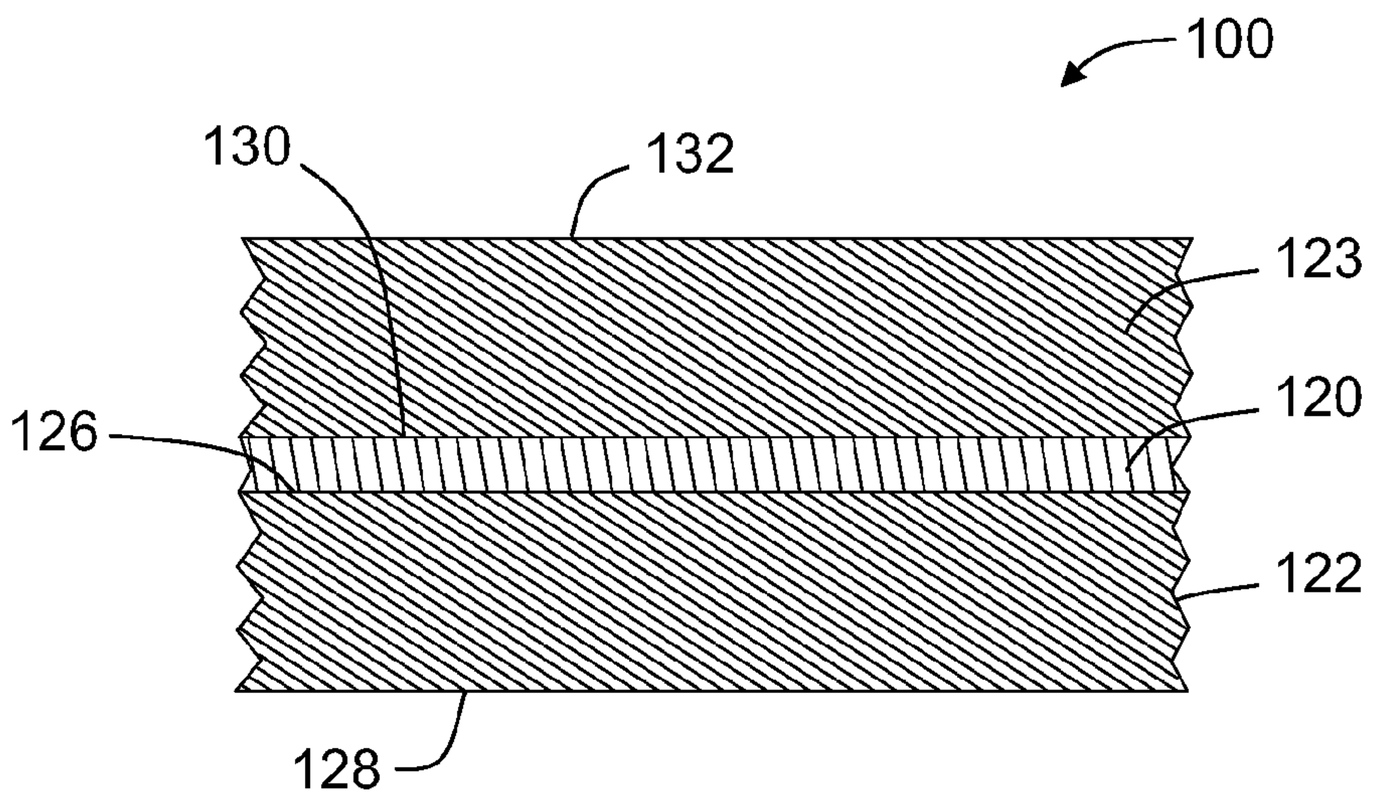


FIG. 3

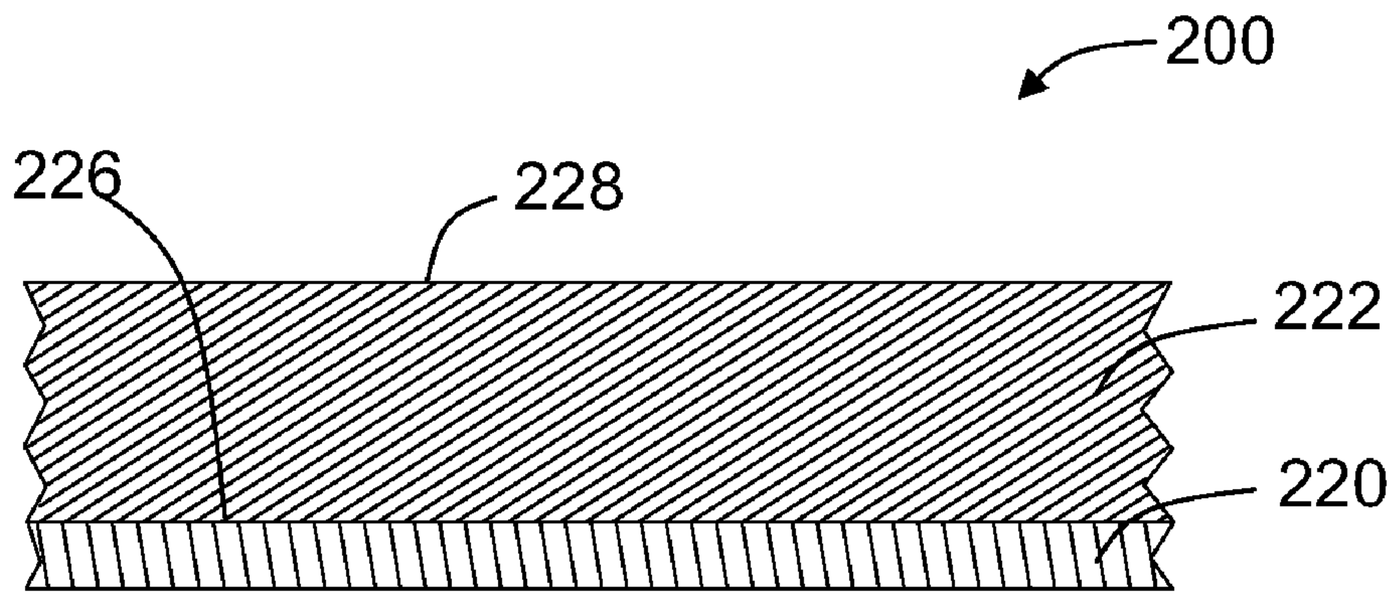


FIG. 4

THERMAL INSULATIVE LABEL

BACKGROUND OF THE INVENTION

This invention relates generally to labels, and more specifically to insulative labels to be placed on containers.

At least some known labels include a layer of material such as cardboard that is wrapped around a container to provide insulation to the contents of the container. Such labels are generally not coupled to the container and are configured to slide over the exterior of the container. Furthermore, such labels may contain multiple layers of fibers or other similar materials. Additionally, such labels are typically awkward and bulky, making the labels difficult to use and manufacture. Additionally, many known labels routinely lack description.

BRIEF DESCRIPTION OF THE INVENTION

In one aspect, a thermally insulative label is provided. The label includes a first layer of material including an insulative coating, and a second layer of shrink material coupled to the first layer, wherein the second layer includes graphics.

In a further aspect, a thermal insulative label is provided. The label includes a layer of material including a first side and a second side, and an insulative coating applied to the second side of the layer of material prior to coupling the layer of material to a container such that the second side is adjacent the container.

In a further aspect, a thermal insulative label is provided. The label includes a first layer of material including graphics, and an insulative coating applied to a second layer of material wherein the second layer of material is coupled to the first layer of material prior to coupling the first and second layer of materials to a container.

In a further aspect, a thermal insulative label is provided. The label includes a first layer of shrink material including graphics, and a second layer of shrink material configured to couple to the first layer. The second layer includes an insulative coating including a laminating adhesive between the first layer and the second layer.

In a further aspect, a method of making a label is provided. The method includes providing at least one layer of material, applying an insulative coating to the at least one layer of material, and heating the at least one layer of material such that the insulative coating changes properties and becomes an insulative coating.

BRIEF DESCRIPTION OF THE DRAWINGS

FIG. **1** is a perspective view of an exemplary embodiment of a container and an insulative label.

FIG. **2** is a cross-sectional view of an insulative label shown in FIG. **1**.

FIG. **3** is a cross-sectional view of an alternative embodiment of an insulative label shown in FIG. **1**.

FIG. **4** is a cross-sectional view of an alternative embodiment of an insulative label shown in FIG. **1**.

DETAILED DESCRIPTION OF THE INVENTION

The present invention provides a thermal insulative label, as well as a method of making the same. In one embodiment, the label includes an insulative coating to facilitate insulating a container.

The present invention is described below in reference to its application in connection with a container. In one embodiment, a label is constructed from at least one layer of material

with an insulative coating. It will be apparent to those skilled in the art and guided by the teachings herein provided that the invention is applicable to any suitable container including, without limitation, a carton, a tray, a box, a bottle, a can, and a jar.

In a particular embodiment, the label includes at least one marking thereon including, without limitation, indicia that communicates the product, a manufacturer of the product and/or a seller of the product. For example, the marking may include printed text that indicates a product's name and briefly describes the product, logos and/or trademarks that indicate a manufacturer and/or seller of the product, and/or designs and/or ornamentation that attract attention. The label may have any suitable size, shape and/or configuration, i.e., any suitable number of layers having any suitable size, shape and/or configuration as described and/or illustrated herein.

In accordance with the present invention, an insulating label stock is provided. The label stock is cut into individual lengths to make labels **10**, **100**, and **200**. A thermal insulating coating **20** having a thermal resistance is applied to the label stock. As shown in FIG. **1**, label **10** is configured to couple to a container to provide thermal insulation to the container.

Coating **20** is fabricated from, but not limited to, the following ingredients: at least one polymer, a plurality of expandable particles, water, and/or a solvent. In the exemplary embodiment, the polymer is a binder, and the expandable particles are microspheres. Exemplary polymers include, but are not limited to, vinyl acetate, acrylics, poly urethane, vinyl alcohol, poly amides, and epoxy. Exemplary solvents include, but are not limited to, alcohol and acetate. Alternatively, coating **20** includes various other suitable ingredients. In the exemplary embodiment, coating **20** includes a ratio of about 1:1 to 1:2 of expandable particles to polymer. Increasing the proportion of polymers in coating **20** increases the insulative effect of coating **20**. The expandable particles and/or polymers in coating **20** expand and/or foam when heated to cure coating **20** and activate the insulating properties of coating **20**. In the exemplary embodiment, as the coating is heated, solvent originally contained in the particles escapes and causes the particles to expand. Coating **20** thus formed, has insulative properties that can be used to keep cold beverages cold for longer periods of time and to keep hot beverages hot for longer periods of time. In addition, coating **20** facilitates handling containers that have hot or cold beverages therein, since it reduces the transmission of heat and cold through the label. Accordingly, it enables a consumer of the beverage to hold the container more comfortably. Another property of coating **20** is that it can serve as an adhesive that can be used to adhere a label to a container.

As shown in FIG. **2**, label **10** includes a first layer **22** of material and a second layer **23** of material. First layer **22** of label stock is provided with coating **20**. In the exemplary embodiment, first layer **22** is a non-shrink film. Coating **20** of first layer **22** is either foamed or unfoamed. Additionally, in the exemplary embodiment, second layer **23** is a shrink film that is configured to couple to coating **20** on first layer **22**. Second layer **23** may include graphics and/or indicia.

In the exemplary embodiment, first layer **22** is fabricated from a polymeric film. The polymeric film is a clear plastic flexible film fabricated from, but not limited to, polyethylene, polypropylene, and polyester. In the exemplary embodiment, the polyester is 48 gauge. Alternatively, first layer **22** is fabricated from, but not limited to, a fabric, a paper based material, and/or a foil based material and/or another suitable material known to those skilled in the art and guided by the teachings herein provided. In one embodiment, the paper based material has a 40-80 pound basis weight. A foil based

material includes at least one of metalized oriented polypropylene (OPP), metalized oriented polystyrene (OPS), metalized polyvinyl chloride (PVC), and metalized polyethylene terephthalate (PET).

In the exemplary embodiment, second layer **23** is shrink material. The shrink material is one of PVC, glycol modified PET, polylactic acid (PLA) and/or OPS.

During fabrication of label **10**, in the exemplary embodiment, first layer **22** is coupled to second layer **23** forming label **10** wherein label **10** is then coupled to a container **25** to facilitate insulating container **25**.

More specifically, coating **20** is applied to a first side **24** of first layer **22**. In the exemplary embodiment, coating **20** is sprayed onto a surface of first layer **22**. Alternatively, coating **20** is applied to first layer **22** by other processes such as, but not limited to, rolling coating **20** onto first layer **22**, painting coating **20** onto first layer **22**, dipping first layer **22** in coating **20**, gravure, flexure, and/or rod. In one embodiment, coating **20** is generally applied to the entire surface of first layer **22**. However, in other embodiments, coating **20** is not applied to the entire surface of first layer **22**. Coating **20** may be sprayed onto first layer **22** more than once to increase the thickness of coating **20** on first layer **22**. Typically, the coating has a thickness between about 0.5 mils and 3.0 mils.

If coating **20** is unfoamed (i.e. uncured), first layer **22** of non-shrink film is foamed (i.e. cured) by passing first layer **22** through a hot air oven that is heated to a range of 120-150 degrees Celsius for approximately five to thirty seconds. In one embodiment, the coating is heated for about ten seconds. In addition, infrared heat can be used. As well, heat can be applied directly to the surface as through a heat gun. In the exemplary embodiment, coating **20** is cured before label **10** is applied to container **25**. Alternatively, coating **20** is cured after label **10** is applied to container **25**. Curing coating **20** activates insulative properties of coating **20** such that coating **20** lessens the temperature increase of the contents of container **25** over known containers. As well, coating **20** can serve as a laminating adhesive for the label.

In the exemplary embodiment, graphics are applied to a first side **30** of second layer **23** by reverse printing. Reverse printing the graphics on second layer **23** allows a consumer to view the graphics of label **10** from a second side **32** of second layer **23**. Alternatively, graphics are not reverse printed on first side **30** but rather printed on first side **30**. In addition, or in the alternative, graphics may be printed on second side **32**.

Once coating **20** is cured on first layer **22** and graphics are applied to second layer **23**, first side **30** is coupled to coating **20** forming label **10**. More specifically, in the exemplary embodiment, second layer **23** is rolled onto first layer **22**, cut to a desired size and shape, glued to first layer **22** securing its position, and then shrunk over first layer **22**. Alternatively, second layer **23** is formed into a tube shape, slid over first layer **22**, and shrunk over first layer **22**. In the exemplary embodiment, first layer **22** and second layer **23** are not laminated together. Alternatively, first layer **22** and second layer **23** may be laminated together. In the exemplary embodiment, once first layer **22** and second layer **23** are coupled together forming label **10**, label **10** is coupled to container **25**. Specifically, a second side **33** of first layer **22** is coupled to container **25**.

Generally, label **10** is adhesively coupled to itself around container **25** such that label **10** includes an adhesive strip **34** (shown in FIG. **1**) along at least one edge **35** (shown in FIG. **1**) of label **10**.

As shown in FIG. **3**, label **100** is an alternative embodiment to label **10**. Label **100** is similar to label **10** and like components are identified with like reference numerals. In this

embodiment, label **100** is coupled to container **25** and includes a first layer **122** and a second layer **123**. A coating **120**, similar to coating **20**, is positioned between first layer **122** and second layer **123** such that coating **120** acts as a laminating adhesive. First layer **122** and second layer **123** are similar to second layer **23** described above. First layer **122** includes a first side **126** and a second side **128**, and second layer **123** includes a first side **130** and a second side **132**. First layer **122** and second layer **123** are each fabricated of shrink material. In the exemplary embodiment, the shrink material is one of PVC, PETG, PLA and/or OPS. Additionally, in the exemplary embodiment, second layer **123** includes graphics and/or indicia.

During assembly of label **100**, first side **126** of first layer **122** is sprayed with coating **120**. As described above, coating **120** may be applied to first layer **122** utilizing other suitable methods. In addition, coating **120** can serve as a laminating adhesive. Graphics are printed onto first side **130** of second layer **123**. Alternatively, graphics are applied to second side **132** of second layer **123**. Furthermore, as described above, graphics may be applied to second layer **123** using other suitable methods.

Generally, first layer **122** and second layer **123** are coupled together wherein coating **120** is positioned between first layer **122** and second layer **123**. More specifically, in the exemplary embodiment, first layer **122** is cut from the label stock and formed into a tube shape. Second layer **123** is then cut from the label stock to a desired size and shape, formed into a tube shape, and slid over first layer **122**. Both first layer **122** and second layer **123** are slid over container **25** and are simultaneously shrunk around container **25**. To shrink first layer **122** and second layer **123** around container **25**, first layer **122** and second layer **123** are heated simultaneously at a temperature range of 100 to 300 degrees Fahrenheit to shrink first layer **122** and second layer **123** tightly around container **25**. While first layer **122** and second layer **123** are simultaneously shrunk around container **25**, coating **120** foams (i.e. cures), thus activating insulative properties of coating **120**. In this embodiment, coating **120** acts as a laminating adhesive between first layer **122** and second layer **123**. Alternatively, first layer **122** is coupled to second layer **123** using other suitable methods.

As shown in FIG. **4**, label **200** is an alternative embodiment to label **10**. Label **200** is similar to label **10** and like components are identified with like reference numerals.

In this embodiment, label **200** is coupled to container **25** and includes a single layer **222** wherein layer **222** is similar to first layer **22** described above. A coating **220**, similar to coating **20**, is applied to layer **222**. Layer **222** includes a first side **226** and a second side **228**.

The method of assembling label **200** includes spraying first side **226** of layer **222** with coating **220**. As described above, coating **220** may be applied to layer **222** utilizing other suitable methods. Once coating **220** is applied to first side **226**, graphics are printed onto layer **222**. More specifically, in this embodiment, graphics are printed onto second side **228**. Alternatively, graphics are printed onto first side **226** over coating **220**. As described above, coating **220** may be applied to layer **222** using various suitable methods. Once coating **220** and graphics are applied to layer **222**, layer **222** is coupled to container **25** using suitable coupling methods. Specifically, in this embodiment, coating **220** on first side **226** abuts a surface of container **25**.

Activating the insulative properties of coating **220** for label **200** is similar to activating the insulative properties of coating **20** for label **10**. In the exemplary embodiment, coating **220** is heated at a range of 120-150 degrees Celsius for approxi-

mately ten seconds prior to coupling layer **222** to container **25**. Alternatively, coating **220** is heated after coupling layer **222** to container **25**.

While the invention has been described in terms of various specific embodiments, those skilled in the art will recognize that the invention can be practiced with modification within the spirit and scope of the claims.

What is claimed is:

1. A thermally insulative label for a container, the label comprising:

a layer of insulative material including a plurality of expanded particles and a polymer binder;

a layer of shrink material adjacent to the layer of insulative material, the shrink material comprising a polymer film operative for shrinking, and thereby, joining the label to the container; and

at least one marking disposed on the layer of shrink material, wherein the polymer binder is selected from the group consisting of vinyl acetate, acrylics, poly urethane, vinyl alcohol, poly amides, and epoxy.

2. The label of claim **1**, wherein the expanded particles comprise expanded microspheres.

3. The label of claim **1**, wherein the layer of insulative material comprises the expanded particles and the polymer binder in a ratio of from about 1:1 to 1:2.

4. The label of claim **1**, wherein the layer of shrink material comprises a polymer selected from the group consisting of polyvinyl chloride, glycol modified polyethylene terephthalate, polylactic acid, and oriented polystyrene.

5. The label of claim **1**, wherein the marking is disposed on a side of the layer of shrink material adjacent to the layer of insulative material.

6. The label of claim **1**, wherein the marking is disposed on a side of the layer of shrink material opposite the layer of insulative material.

7. The label of claim **1**, coupled to a container such that the layer of insulative material is disposed between the container and the layer of shrink material.

8. A thermally insulative label for a container, the label comprising:

a layer of insulative material including a plurality of expanded particles and a polymer binder;

a first layer of shrink material adjacent to the layer of insulative material, the first layer of shrink material comprising a polymer film operative for shrinking, and thereby, joining the label to the container;

at least one marking disposed on the layer of shrink material; and

a second layer of shrink material on a side of the layer of insulative material opposite the first layer of shrink material, such that the layer of insulative material is disposed between the first layer of shrink material and the second layer of shrink material.

9. The label of claim **8**, wherein the layer of insulative material is in a contacting relationship with the first layer of shrink material and the second layer of shrink material, such that the layer of insulative material serves to couple the first layer of shrink material and the second layer of shrink material.

10. A thermally insulative label for a container, the label comprising:

a layer of insulative material including a plurality of expanded particles and a polymer binder;

a layer of shrink material adjacent to the layer of insulative material, the shrink material comprising a polymer film operative for shrinking, and thereby, joining the label to the container;

at least one marking disposed on the layer of shrink material; and

a layer of nonshrink material on a side of the layer of insulative material opposite the layer of shrink material, such that the layer of insulative material is disposed between the layer of nonshrink material and the layer of shrink material.

11. The label of claim **10**, wherein the layer of insulative material is in a contacting relationship with the layer of nonshrink material and the layer of shrink material, such that the layer of insulative material serves to couple the layer of nonshrink material and the layer of shrink material.

12. The label of claim **10**, wherein the layer of nonshrink material comprises at least one of a polymer film, a fabric, a paper based material, and a foil based material.

13. The label of claim **10**, wherein the layer of nonshrink material comprises polyethylene, polypropylene, or polyester.

14. The label of claim **10**, wherein the layer of nonshrink material comprises metallized oriented polypropylene, metallized oriented polystyrene, metallized polyvinyl chloride, or metallized polyethylene terephthalate.

15. A thermally insulative label for a container, the label comprising:

a layer of insulative material;

a layer of shrink material adjacent to the insulative material, the shrink material being operative for shrinking, and thereby, joining the label to the container, the layer of shrink material comprising a polymer film selected from the group consisting of polyvinyl chloride, glycol modified polyethylene terephthalate, polylactic acid, and oriented polystyrene; and

at least one marking disposed on the layer of shrink material.

16. The label of claim **15**, wherein the layer of insulative material comprises a polymer foam.

17. The label of claim **15**, wherein the layer of insulative material comprises a plurality of expanded particles.

18. The label of claim **17**, wherein the layer of insulative material further comprises a binder.

19. The label of claim **18**, wherein the layer of insulative material comprises the expanded particles and the binder in a ratio of from about 1:1 to 1:2.

20. The label of claim **15**, wherein the marking is disposed on a side of the layer of shrink material adjacent to the layer of insulative material.

21. The label of claim **15**, wherein the marking is disposed on a side of the layer of shrink material opposite the layer of insulative material.

22. The label of claim **15**, wherein

the layer of shrink material is a first layer of shrink material, and

the label further comprises a second layer of shrink material on a side of the layer of insulative material opposite the first layer of shrink material, such that the layer of insulative material is disposed between the first layer of shrink material and the second layer of shrink material.

23. The label of claim **22**, wherein the layer of insulative material is in a contacting relationship with the first layer of shrink material and the second layer of shrink material, such that the layer of insulative material serves to couple the first layer of shrink material to the second layer of shrink material.

24. The label of claim **15**, further comprising a layer of nonshrink material on a side of the layer of insulative material opposite the layer of shrink material, such that the layer of insulative material is disposed between the layer of nonshrink material and the layer of shrink material.

25. The label of claim **24**, wherein the layer of insulative material is in a contacting relationship with the layer of nonshrink material and the layer of shrink material, such that the layer of insulative material serves to couple the layer of nonshrink material to the layer of shrink material.

26. The label of claim **24**, wherein the layer of nonshrink material comprises at least one of a polymer film, a fabric, a paper based material, and a foil based material.

27. The label of claim **24**, wherein the layer of nonshrink material comprises polyethylene, polypropylene, or polyester.

28. The label of claim **24**, wherein the layer of nonshrink material comprises metallized oriented polypropylene, metallized oriented polystyrene, metallized polyvinyl chloride, or metallized polyethylene terephthalate.

29. A thermally insulative label for a container, the label comprising:

a layer of insulative material comprising a plurality of expanded particles and a polymer binder, the polymer binder being selected from the group consisting of vinyl acetate, acrylics, polyurethane, vinyl alcohol, polyamides, and epoxy; and

a shrinkable polymer film operative for shrinking, and thereby, joining the label to the container, the polymer film being selected from the group consisting of polyvinyl chloride, glycol modified polyethylene terephthalate, polylactic acid, and oriented polystyrene.

30. The label of claim **29**, further comprising a marking disposed on the shrinkable polymer film.

31. The label of claim **29**, wherein the layer of insulative material has a thickness of from about 0.5 to about 3.0 mils.

32. The label of claim **29**, wherein

the shrinkable polymer film is a first shrinkable polymer film, and

the label further comprises a second shrinkable polymer film on a side of the layer of insulative material opposite the first shrinkable polymer film, such that the layer of insulative material is disposed between the first shrinkable polymer film and the second shrinkable polymer film.

33. The label of claim **29**, further comprising a layer of nonshrink material on a side of the layer of insulative material opposite the shrinkable polymer film, such that the layer of insulative material is disposed between the layer of nonshrink material and the shrinkable polymer film.

34. The label of claim **33**, wherein the layer of nonshrink material comprises at least one of a polymer film, a fabric, a paper based material, and a foil based material.

35. The label of claim **34**, wherein the layer of nonshrink material comprises polyethylene, polypropylene, or polyester.

36. The label of claim **34**, wherein the layer of nonshrink material comprises metallized oriented polypropylene, metallized oriented polystyrene, metallized polyvinyl chloride, or metallized polyethylene terephthalate.

37. A thermally insulative label for a container, the label comprising:

a layer of insulative material comprising a plurality of expanded particles and a polymer binder; and

a shrinkable polymer film, the polymer film being operative for joining the label to the container without the use of an adhesive, the polymer film being selected from the group consisting of polyvinyl chloride, glycol modified polyethylene terephthalate, polylactic acid, and oriented polystyrene.

38. The label of claim **37**, wherein the layer of insulative material comprises a polymer foam.

39. The label of claim **37**, wherein the layer of insulative material comprises a plurality of expanded particles.

40. The label of claim **37**, further comprising a marking disposed on the shrinkable polymer film.

41. The label of claim **37**, wherein

the shrinkable polymer film is a first shrinkable polymer film, and

the label further comprises a second shrinkable polymer film on a side of the layer of insulative material opposite the first shrinkable polymer film, such that the layer of insulative material is disposed between the first shrinkable polymer film and the second shrinkable polymer film.

42. The label of claim **37**, further comprising a layer of nonshrink material on a side of the layer of insulative material opposite the shrinkable polymer film, such that the layer of insulative material is disposed between the layer of nonshrink material and the shrinkable polymer film.

43. The label of claim **42**, wherein the layer of nonshrink material comprises at least one of a polymer film, a fabric, a paper based material, and a foil based material.

44. The label of claim **42**, wherein the layer of nonshrink material comprises polyethylene, polypropylene, or polyester.

45. The label of claim **42**, wherein the layer of nonshrink material comprises metallized oriented polypropylene, metallized oriented polystyrene, metallized polyvinyl chloride, or metallized polyethylene terephthalate.

46. A thermally insulative label for a container, the label consisting essentially of:

a first shrinkable polymer film;

a second shrinkable polymer film, at least one of the first shrinkable polymer film and second shrinkable polymer film being operative for joining the label to the container; and

a layer of insulative material disposed between the first shrinkable polymer film and the second shrinkable polymer film, the insulative material comprising a plurality of expanded particles and a polymer binder.

47. The label of claim **46**, wherein the first shrinkable polymer film and the second shrinkable polymer film are each independently selected from the group consisting of polyvinyl chloride, glycol modified polyethylene terephthalate, polylactic acid, and oriented polystyrene.

48. The label of claim **46**, wherein the polymer binder is selected from the group consisting of vinyl acetate, acrylics, polyurethane, vinyl alcohol, polyamides, and epoxy.

49. The label of claim **46**, further comprising a marking disposed on at least one of the first shrinkable polymer film and the second shrinkable polymer film.

50. The label of claim **46**, wherein the layer of insulative material has a thickness of from about 0.5 to about 3.0 mils.

51. A thermally insulative label for a container, the label consisting essentially of:

a polymer film including at least one marking; and

a layer of insulative material supported on the polymer film, the layer of insulative material being operative for joining the label to the container, the layer of insulative material including

a plurality of expanded particles, and

a polymer binder selected from the group consisting of vinyl acetate, acrylics, polyurethane, vinyl alcohol, polyamides, and epoxy.

52. The label of claim **51**, wherein the layer of insulative material comprises the expanded particles and the binder in a ratio of from about 1:1 to 1:2.

* * * * *

EXHIBIT 10

SUBJECT OF MOTION TO SEAL

EXHIBIT 11

SUBJECT OF MOTION TO SEAL

EXHIBIT 12

SUBJECT OF MOTION TO SEAL

EXHIBIT 13

SUBJECT OF MOTION TO SEAL

EXHIBIT 14

SUBJECT OF MOTION TO SEAL

EXHIBIT 15

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PUBLIC VIEW

13/276,413	4657	MUCC-152	8,709,556 Download PDF Text Issued - 04/29/2014
10/19/2011	Patented Case 04/09/2014		

Documents | Transactions

Showing 1 to 56 of 56 entries

10/29/2025	Payment of Maintenance Fee, 12th Year, Large Entity
09/09/2021	Payment of Maintenance Fee, 8th Year, Large Entity
09/14/2017	Payment of Maintenance Fee, 4th Year, Large Entity
07/15/2014	Post Issue Communication - Certificate of Correction

04/29/2014	Recordation of Patent Grant Mailed
04/29/2014	Patent Issue Date Used in PTA Calculation
04/10/2014	Email Notification
04/09/2014	Issue Notification Mailed
04/03/2014	Dispatch to FDC
04/02/2014	Application Is Considered Ready for Issue
03/17/2014	Email Notification
03/17/2014	Change in Power of Attorney (May Include Associate POA)
03/14/2014	Issue Fee Payment Verified
03/14/2014	Issue Fee Payment Received
03/14/2014	Correspondence Address Change
12/16/2013	Electronic Review
12/16/2013	Email Notification
12/16/2013	Mail Notice of Allowance
12/09/2013	Notice of Allowance Data Verification Completed
12/09/2013	Case Docketed to Examiner in GAU
10/22/2013	Date Forwarded to Examiner
10/15/2013	Response after Non-Final Action
07/17/2013	Electronic Review
07/17/2013	Email Notification
07/17/2013	Mail Non-Final Rejection
07/14/2013	Non-Final Rejection

06/26/2013	Date Forwarded to Examiner
06/24/2013	Response to Election / Restriction Filed
05/24/2013	Electronic Review
05/24/2013	Email Notification
05/24/2013	Mail Restriction Requirement
05/18/2013	Restriction/Election Requirement
01/30/2013	Case Docketed to Examiner in GAU
06/07/2012	Information Disclosure Statement considered
06/07/2012	Reference capture on IDS
06/07/2012	Information Disclosure Statement (IDS) Filed
06/07/2012	Information Disclosure Statement (IDS) Filed
05/23/2012	Case Docketed to Examiner in GAU
04/27/2012	Email Notification
04/26/2012	PG-Pub Issue Notification
12/28/2011	Application Dispatched from OIPE
12/05/2011	Application Is Now Complete
12/05/2011	Email Notification
12/05/2011	Email Notification
12/05/2011	Change in Power of Attorney (May Include Associate POA)
12/05/2011	Filing Receipt - Updated
12/02/2011	Sent to Classification Contractor
11/18/2011	Additional Application Filing Fees

11/18/2011	A statement by one or more inventors satisfying the requirement under 35 USC 115, Oath of the Applic
11/02/2011	Filing Receipt
11/02/2011	Notice Mailed--Application Incomplete--Filing Date Assigned
10/19/2011	Information Disclosure Statement considered
10/19/2011	Reference capture on IDS
10/19/2011	Information Disclosure Statement (IDS) Filed
10/19/2011	Information Disclosure Statement (IDS) Filed
10/19/2011	Initial Exam Team nn

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EXHIBIT 16

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13/161,608 | MUCC-153:

Heat Transfer Labeling Machine With Hot Air Treatment Stations

PUBLIC VIEW

Application #	Confirmation #	Attorney Docket #	Patent #
13/161,608	5796	MUCC-153	8,986,475 Download PDF Text Issued - 03/24/2015

Filing or 371 (c) date	Status
06/16/2011	Patented Case 03/04/2015

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Documents & transaction history

Documents | Transactions

Showing 1 to 59 of 59 entries

Date	Transaction Description
08/10/2022	Payment of Maintenance Fee, 8th Year, Large Entity
06/27/2018	Payment of Maintenance Fee, 4th Year, Large Entity
06/22/2015	Post Issue Communication - Certificate of Correction
03/24/2015	Recordation of Patent Grant Mailed

Date	Transaction Description
03/24/2015	Patent Issue Date Used in PTA Calculation
03/05/2015	Email Notification
03/04/2015	Issue Notification Mailed
02/19/2015	Dispatch to FDC
02/17/2015	Application Is Considered Ready for Issue
02/12/2015	Issue Fee Payment Verified
02/12/2015	Issue Fee Payment Received
11/13/2014	Electronic Review
11/13/2014	Email Notification
11/13/2014	Mail Notice of Allowance
11/06/2014	Notice of Allowance Data Verification Completed
06/19/2014	Date Forwarded to Examiner
06/09/2014	Appeal Brief Review Complete
06/06/2014	track 1 OFF
06/06/2014	Appeal Brief Filed
06/06/2014	Request for Extension of Time - Granted
04/02/2014	Email Notification
04/02/2014	Change in Power of Attorney (May Include Associate POA)
03/28/2014	Correspondence Address Change
01/22/2014	Email Notification
01/22/2014	Mail Advisory Action (PTOL - 303)
01/15/2014	Advisory Action (PTOL-303)

Date	Transaction Description
01/09/2014	Date Forwarded to Examiner
01/06/2014	Notice of Appeal Filed
01/06/2014	Response after Final Action
10/07/2013	Electronic Review
10/07/2013	Email Notification
10/07/2013	Mail Final Rejection (PTOL - 326)
10/01/2013	Final Rejection
07/22/2013	Date Forwarded to Examiner
07/17/2013	Response after Non-Final Action
05/15/2013	Electronic Review
05/15/2013	Email Notification
05/15/2013	Mail Non-Final Rejection
05/10/2013	Non-Final Rejection
04/23/2013	Interview Summary - Examiner Initiated
03/29/2012	Case Docketed to Examiner in GAU
03/14/2012	Case Docketed to Examiner in GAU
12/23/2011	Email Notification
12/22/2011	PG-Pub Issue Notification
08/25/2011	Application Dispatched from OIPE
08/01/2011	Application Is Now Complete
08/01/2011	Change in Power of Attorney (May Include Associate POA)
08/01/2011	Sent to Classification Contractor

Date	Transaction Description
08/01/2011	Filing Receipt - Updated
07/25/2011	Additional Application Filing Fees
07/25/2011	A statement by one or more inventors satisfying the requirement under 35 USC 115, Oath of the Applic
07/25/2011	Applicant has submitted new drawings to correct Corrected Papers problems
06/28/2011	Notice Mailed--Application Incomplete--Filing Date Assigned
06/28/2011	Filing Receipt
06/16/2011	Information Disclosure Statement considered
06/16/2011	Reference capture on IDS
06/16/2011	Information Disclosure Statement (IDS) Filed
06/16/2011	Information Disclosure Statement (IDS) Filed
06/16/2011	Initial Exam Team nn

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EXHIBIT 17

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12/685,131 | MUCC-156:

Digitally Printed Heat Transfer Label and Method of Making a Decorated Article

PUBLIC VIEW

Application #	Confirmation #	Attorney Docket #	Patent #
12/685,131	6744	MUCC-156	10,160,258 Download PDF Text Issued - 12/25/2018

Filing or 371 (c) date	Status
01/11/2010	Patented Case 12/05/2018

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Documents & transaction history

Documents | Transactions

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Date	Transaction Description
05/11/2022	Payment of Maintenance Fee, 4th Year, Large Entity
12/25/2018	Recordation of Patent Grant Mailed
12/25/2018	Patent Issue Date Used in PTA Calculation
12/06/2018	Email Notification

Date	Transaction Description
12/05/2018	Issue Notification Mailed
11/20/2018	Dispatch to FDC
11/16/2018	Application Is Considered Ready for Issue
11/15/2018	Response to Reasons for Allowance
11/15/2018	Issue Fee Payment Verified
11/15/2018	Issue Fee Payment Received
09/11/2018	Electronic Review
09/10/2018	Email Notification
09/10/2018	Mail Notice of Allowance
09/06/2018	Notice of Allowance Data Verification Completed
01/12/2018	Date Forwarded to Examiner
01/12/2018	Disposal for a RCE / CPA / R129
12/19/2017	Request for Continued Examination (RCE)
12/19/2017	Workflow - Request for RCE - Begin
06/20/2017	Electronic Review
06/20/2017	Email Notification
06/20/2017	Mail Final Rejection (PTOL - 326)
06/14/2017	Final Rejection
05/18/2017	Date Forwarded to Examiner
05/11/2017	Response after Non-Final Action
05/11/2017	Request for Extension of Time - Granted
11/14/2016	Electronic Review

Date	Transaction Description
11/14/2016	Email Notification
11/14/2016	Mail Non-Final Rejection
11/08/2016	Non-Final Rejection
10/05/2016	Date Forwarded to Examiner
10/05/2016	Disposal for a RCE / CPA / R129
09/28/2016	Request for Continued Examination (RCE)
09/28/2016	Request for Extension of Time - Granted
09/28/2016	Workflow - Request for RCE - Begin
05/31/2016	Electronic Review
05/31/2016	Email Notification
05/31/2016	Mail Final Rejection (PTOL - 326)
05/25/2016	Final Rejection
03/01/2016	Date Forwarded to Examiner
02/19/2016	Response after Non-Final Action
02/19/2016	Request for Extension of Time - Granted
02/19/2016	Affidavit(s) (Rule 131 or 132) or Exhibit(s) Received
08/20/2015	Electronic Review
08/20/2015	Email Notification
08/20/2015	Mail Non-Final Rejection
08/17/2015	Non-Final Rejection
06/03/2015	Date Forwarded to Examiner
06/03/2015	Disposal for a RCE / CPA / R129

Date	Transaction Description
06/02/2015	Request for Continued Examination (RCE)
06/02/2015	Request for Extension of Time - Granted
06/02/2015	Workflow - Request for RCE - Begin
12/03/2014	Electronic Review
12/03/2014	Email Notification
12/03/2014	Mail Final Rejection (PTOL - 326)
11/29/2014	Final Rejection
11/18/2014	Information Disclosure Statement considered
11/18/2014	Information Disclosure Statement considered
09/15/2014	Date Forwarded to Examiner
09/12/2014	Response after Non-Final Action
09/12/2014	Request for Extension of Time - Granted
04/02/2014	Email Notification
04/02/2014	Change in Power of Attorney (May Include Associate POA)
03/28/2014	Correspondence Address Change
03/14/2014	Electronic Review
03/14/2014	Email Notification
03/14/2014	Mail Non-Final Rejection
02/21/2014	Non-Final Rejection
07/26/2013	Information Disclosure Statement considered
07/26/2013	Information Disclosure Statement (IDS) Filed
07/26/2013	Reference capture on IDS

Date	Transaction Description
07/26/2013	Information Disclosure Statement (IDS) Filed
05/08/2013	Information Disclosure Statement considered
05/08/2013	Reference capture on IDS
05/08/2013	Information Disclosure Statement (IDS) Filed
05/08/2013	Information Disclosure Statement (IDS) Filed
04/19/2013	Mail Interview Summary - Applicant Initiated - Telephonic
04/18/2013	Date Forwarded to Examiner
04/18/2013	Request for Continued Examination (RCE)
04/18/2013	Disposal for a RCE / CPA / R129
04/18/2013	Workflow - Request for RCE - Begin
04/11/2013	Interview Summary- Applicant Initiated
04/11/2013	Interview Summary - Applicant Initiated - Telephonic
01/18/2013	Electronic Review
01/18/2013	Email Notification
01/18/2013	Mail Final Rejection (PTOL - 326)
01/02/2013	Final Rejection
12/20/2012	Information Disclosure Statement (IDS) Filed
12/20/2012	Information Disclosure Statement (IDS) Filed
10/16/2012	Date Forwarded to Examiner
10/01/2012	Information Disclosure Statement (IDS) Filed
10/01/2012	Response after Non-Final Action
10/01/2012	Information Disclosure Statement (IDS) Filed

Date	Transaction Description
07/02/2012	Electronic Review
07/02/2012	Email Notification
07/02/2012	Mail Non-Final Rejection
06/15/2012	Non-Final Rejection
04/29/2012	Date Forwarded to Examiner
04/26/2012	Response to Election / Restriction Filed
04/12/2012	Electronic Review
04/12/2012	Email Notification
04/12/2012	Mail Restriction Requirement
04/08/2012	Restriction/Election Requirement
02/03/2012	Case Docketed to Examiner in GAU
11/29/2011	Preliminary Amendment
02/16/2011	Case Docketed to Examiner in GAU
12/13/2010	Case Docketed to Examiner in GAU
10/27/2010	Information Disclosure Statement considered
10/27/2010	Reference capture on IDS
10/27/2010	Information Disclosure Statement (IDS) Filed
10/27/2010	Information Disclosure Statement (IDS) Filed
07/08/2010	PG-Pub Issue Notification
06/17/2010	Information Disclosure Statement considered
06/17/2010	Reference capture on IDS
06/17/2010	Information Disclosure Statement (IDS) Filed

Date	Transaction Description
06/17/2010	Information Disclosure Statement (IDS) Filed
04/21/2010	Application Dispatched from OIPE
03/26/2010	Change in Power of Attorney (May Include Associate POA)
03/26/2010	Sent to Classification Contractor
03/26/2010	Filing Receipt - Updated
03/16/2010	Preliminary Amendment
03/16/2010	Preliminary Amendment
03/16/2010	Additional Application Filing Fees
03/16/2010	A statement by one or more inventors satisfying the requirement under 35 USC 115, Oath of the Applic
01/27/2010	Notice Mailed--Application Incomplete--Filing Date Assigned
01/27/2010	Filing Receipt
01/11/2010	Claim Preliminary Amendment
01/11/2010	Initial Exam Team nn

Show 1,000 entries

First Previous 1 Next Last

EXHIBIT 18

An official website of the United States government
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12/968,623 | MUCC-154: Heat Transfer Label Assembly

PUBLIC VIEW

Application #	Confirmation #	Attorney Docket #	Patent #
12/968,623	2719	MUCC-154	10,328,668 Download PDF Text Issued - 06/25/2019

Filing or 371 (c) date	Status
12/15/2010	Patented Case 06/05/2019

Show/hide menu

Documents & transaction history

Documents | Transactions

Showing 1 to 104 of 104 entries

Date	Transaction Description
11/09/2022	Payment of Maintenance Fee, 4th Year, Large Entity
10/04/2019	Mail Certificate of Correction Memo
10/03/2019	Post Issue Communication - Certificate of Correction
10/02/2019	Certificate of Correction Memo
06/25/2019	Recordation of Patent Grant Mailed
06/25/2019	Patent Issue Date Used in PTA Calculation

Date	Transaction Description
06/06/2019	Email Notification
06/05/2019	Issue Notification Mailed
05/13/2019	Dispatch to FDC
05/06/2019	Application Is Considered Ready for Issue
05/03/2019	Issue Fee Payment Verified
05/03/2019	Issue Fee Payment Received
02/26/2019	Electronic Review
02/26/2019	Email Notification
02/26/2019	Mail Notice of Allowance
02/22/2019	Notice of Allowance Data Verification Completed
02/14/2019	Case Docketed to Examiner in GAU
02/11/2019	Electronic Review
02/11/2019	Email Notification
02/11/2019	Mail PTAB Decision on Appeal - Reversed
02/08/2019	Case Docketed to Examiner in GAU
02/07/2019	PTAB Decision - Examiner Reversed
02/28/2018	Email Notification
02/28/2018	Docketing Notice Mailed to Appellant
02/26/2018	Assignment of Appeal Number
02/23/2018	Appeal Awaiting PTAB Docketing
02/20/2018	Appeal ready for PAC review
01/12/2018	Fee Payment Recorded or other requirement (fees separately or other requirement)

Date	Transaction Description
11/18/2017	Case Docketed to Examiner in GAU
11/15/2017	Electronic Review
11/15/2017	Email Notification
11/15/2017	Mail Examiner's Answer
11/14/2017	Exam. Ans. Review Complete
11/09/2017	Examiner's Answer to Appeal Brief
09/13/2017	Appeal Brief Review Complete
09/13/2017	Date Forwarded to Examiner
08/18/2017	track 1 OFF
08/18/2017	Appeal Brief Filed
06/21/2017	Notice of Appeal Filed
06/21/2017	Request for Extension of Time - Granted
12/21/2016	Electronic Review
12/21/2016	Email Notification
12/21/2016	Mail Final Rejection (PTOL - 326)
12/15/2016	Final Rejection
12/09/2016	Date Forwarded to Examiner
12/09/2016	Disposal for a RCE / CPA / R129
12/02/2016	Request for Continued Examination (RCE)
12/02/2016	Request for Extension of Time - Granted
12/02/2016	Workflow - Request for RCE - Begin
06/02/2016	Electronic Review

Date	Transaction Description
06/02/2016	Email Notification
06/02/2016	Mail Final Rejection (PTOL - 326)
05/30/2016	Final Rejection
02/26/2016	Date Forwarded to Examiner
02/22/2016	Response after Non-Final Action
02/22/2016	Request for Extension of Time - Granted
10/20/2015	Electronic Review
10/20/2015	Email Notification
10/20/2015	Mail Non-Final Rejection
10/15/2015	Non-Final Rejection
04/25/2014	Date Forwarded to Examiner
04/25/2014	Disposal for a RCE / CPA / R129
04/24/2014	Request for Continued Examination (RCE)
04/24/2014	Request for Extension of Time - Granted
04/24/2014	Workflow - Request for RCE - Begin
04/02/2014	Email Notification
04/02/2014	Change in Power of Attorney (May Include Associate POA)
03/28/2014	Correspondence Address Change
10/24/2013	Electronic Review
10/24/2013	Email Notification
10/24/2013	Mail Final Rejection (PTOL - 326)
10/19/2013	Final Rejection

Date	Transaction Description
07/25/2013	Date Forwarded to Examiner
07/22/2013	Information Disclosure Statement considered
07/22/2013	Reference capture on IDS
07/22/2013	Information Disclosure Statement (IDS) Filed
07/22/2013	Response after Non-Final Action
07/22/2013	Request for Extension of Time - Granted
07/22/2013	Information Disclosure Statement (IDS) Filed
03/22/2013	Electronic Review
03/22/2013	Email Notification
03/22/2013	Mail Non-Final Rejection
02/26/2013	Non-Final Rejection
12/28/2012	Date Forwarded to Examiner
12/21/2012	Information Disclosure Statement (IDS) Filed
12/20/2012	Information Disclosure Statement considered
12/20/2012	Response to Election / Restriction Filed
12/20/2012	Information Disclosure Statement (IDS) Filed
12/05/2012	Electronic Review
12/05/2012	Email Notification
12/05/2012	Mail Restriction Requirement
12/01/2012	Restriction/Election Requirement
03/16/2011	Case Docketed to Examiner in GAU
03/08/2011	Application Dispatched from OIPE

Date	Transaction Description
02/09/2011	Application Is Now Complete
02/09/2011	Change in Power of Attorney (May Include Associate POA)
02/09/2011	Sent to Classification Contractor
02/09/2011	Filing Receipt - Updated
01/31/2011	Additional Application Filing Fees
01/31/2011	A statement by one or more inventors satisfying the requirement under 35 USC 115, Oath of the Applic
12/29/2010	Filing Receipt
12/29/2010	Notice Mailed--Application Incomplete--Filing Date Assigned
12/15/2010	PGPubs nonPub Request
12/15/2010	Initial Exam Team nn

Show 1,000 entries

First Previous 1 Next Last

EXHIBIT 19

An official website of the United States government
Here's how you know

11/536,262 | MUCC-158: THERMAL INSULATIVE LABEL

PUBLIC VIEW

Application #	Confirmation #	Attorney Docket #	Patent #
11/536,262	8771	MUCC-158	7,807,262 Download PDF Text Issued - 10/05/2010

Filing or 371 (c) date	Status
09/28/2006	Patented Case 09/15/2010

Show/hide menu

Documents & transaction history

Documents | Transactions

Showing 1 to 53 of 53 entries

Date	Transaction Description
03/09/2022	Payment of Maintenance Fee, 12th Year, Large Entity
06/27/2018	7.5 yr surcharge - late pmt w/in 6 mo, Large Entity
06/27/2018	Payment of Maintenance Fee, 8th Year, Large Entity
05/21/2018	Maintenance Fee Reminder Mailed
04/11/2014	Email Notification
04/11/2014	Change in Power of Attorney (May Include Associate POA)

Date	Transaction Description
04/10/2014	Correspondence Address Change
10/05/2010	Recordation of Patent Grant Mailed
10/05/2010	Patent Issue Date Used in PTA Calculation
09/15/2010	Issue Notification Mailed
08/31/2010	Dispatch to FDC
08/31/2010	Dispatch to FDC
08/31/2010	Application Is Considered Ready for Issue
08/30/2010	Issue Fee Payment Verified
08/30/2010	Issue Fee Payment Received
06/11/2010	Mail Notice of Allowance
06/07/2010	Notice of Allowance Data Verification Completed
05/27/2010	Date Forwarded to Examiner
05/25/2010	Response after Final Action
03/30/2010	Case Docketed to Examiner in GAU
03/25/2010	Mail Final Rejection (PTOL - 326)
03/24/2010	Final Rejection
02/18/2010	Date Forwarded to Examiner
01/07/2010	Response after Non-Final Action
11/13/2009	Mail Non-Final Rejection
11/09/2009	Non-Final Rejection
08/30/2009	Date Forwarded to Examiner
06/19/2009	Information Disclosure Statement considered

Date	Transaction Description
06/19/2009	Reference capture on IDS
06/19/2009	Information Disclosure Statement (IDS) Filed
06/19/2009	Information Disclosure Statement (IDS) Filed
06/15/2009	Response to Election / Restriction Filed
05/14/2009	Mail Restriction Requirement
05/13/2009	Restriction/Election Requirement
01/21/2009	Case Docketed to Examiner in GAU
10/17/2008	Change in Power of Attorney (May Include Associate POA)
10/03/2008	Correspondence Address Change
04/03/2008	PG-Pub Issue Notification
03/17/2008	Miscellaneous Incoming Letter
10/17/2007	Withdraw Flagged for 5/25
10/16/2007	Flagged for 5/25
11/03/2006	Case Docketed to Examiner in GAU
11/01/2006	Transfer Inquiry to GAU
10/25/2006	IFW TSS Processing by Tech Center Complete
10/18/2006	Application Return from OIPE
10/18/2006	Application Return TO OIPE
10/18/2006	Application Dispatched from OIPE
10/18/2006	Application Is Now Complete
09/28/2006	Information Disclosure Statement considered
09/28/2006	Reference capture on IDS

Date	Transaction Description
09/28/2006	Information Disclosure Statement (IDS) Filed
09/28/2006	Information Disclosure Statement (IDS) Filed
09/28/2006	Initial Exam Team nn

Show 1,000 entries

First Previous 1 Next Last

EXHIBIT 20

506950634 10/29/2021

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6997471

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ABL SECURITY AGREEMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
MULTI-COLOR CORPORATION	10/29/2021
MCC-NORWOOD, LLC	10/29/2021
W/S PACKAGING GROUP, INC.	10/29/2021

RECEIVING PARTY DATA

Name:	BARCLAYS BANK PLC
Street Address:	745 SEVENTH AVENUE, 8TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019

PROPERTY NUMBERS Total: 55

Property Type	Number
Patent Number:	6998006
Patent Number:	7807262
Patent Number:	8709556
Patent Number:	10160258
Patent Number:	10328668
Patent Number:	8986475
Patent Number:	7622171
Application Number:	16993833
Application Number:	16448455
Patent Number:	8252400
Patent Number:	9206338
Patent Number:	8609211
Patent Number:	7829163
Patent Number:	10325528
Patent Number:	10650706
Application Number:	16871694
Application Number:	16600656

Property Type	Number
Application Number:	16372554
Application Number:	16046233
Application Number:	16788581
Patent Number:	7364777
Patent Number:	8268443
Patent Number:	8501316
Patent Number:	8932706
Patent Number:	9511621
Patent Number:	9757922
Patent Number:	6805908
Patent Number:	7101609
Patent Number:	6670009
Patent Number:	6818271
Patent Number:	7090907
Application Number:	17350370
Application Number:	17353067
Application Number:	17118969
Application Number:	16326323
Patent Number:	10889423
Patent Number:	11059646
Patent Number:	6619608
Patent Number:	6696127
Patent Number:	7059792
Patent Number:	7115314
Patent Number:	7390545
Patent Number:	6752431
Patent Number:	7140135
Patent Number:	7601410
Patent Number:	7875142
Patent Number:	7467720
Patent Number:	7614510
Patent Number:	7683783
Patent Number:	8273434
Patent Number:	8540839
Patent Number:	8546301
Patent Number:	8620287
Patent Number:	8862107
Application Number:	17373252

CORRESPONDENCE DATA

Fax Number: (800)914-4240

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: 800-713-0755
Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com
Correspondent Name: CT CORPORATION
Address Line 1: 4400 EASTON COMMONS WAY
Address Line 2: SUITE 125
Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	10/29/2021

Total Attachments: 8
source=a11. Monarch ABL - Patent Security Agreement#page1.tif
source=a11. Monarch ABL - Patent Security Agreement#page2.tif
source=a11. Monarch ABL - Patent Security Agreement#page3.tif
source=a11. Monarch ABL - Patent Security Agreement#page4.tif
source=a11. Monarch ABL - Patent Security Agreement#page5.tif
source=a11. Monarch ABL - Patent Security Agreement#page6.tif
source=a11. Monarch ABL - Patent Security Agreement#page7.tif
source=a11. Monarch ABL - Patent Security Agreement#page8.tif

Form PTO-1595 (Rev. 6-18)
OMB No. 0651-0027 (exp. 06/30/2021)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

MULTI-COLOR CORPORATION
MCC-NORWOOD, LLC
W/S PACKAGING GROUP, INC.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: BARCLAYS BANK PLC

Internal Address:

Street Address: 745 Seventh Avenue, 8th Floor

City: New York

State: NY

Country: USA Zip: 10019

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) October 29, 2021

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other ABL Security Agreement

4. Application or patent number(s): ☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

See Schedule I

B. Patent No.(s)

See Schedule I

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address:

Street Address: c/o Cahill Gordon & Reindel LLP,
32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number:

Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: 55

7. Total fee (37 CFR 1.21(h) & 3.41) $

☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number

Authorized User Name

9. Signature: Elaine Carrera October 29, 2021

Signature Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

EXECUTION VERSION

ABL NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS (the "Agreement"), dated as of October 29, 2021, made by each of the parties party hereto (collectively, the "Grantors"), in favor of BARCLAYS BANK PLC, as collateral agent for the Secured Parties (in such capacity, and together with its successors and assigns in such capacity, the "Agent") for the banks and other financial institutions (the "Lenders") that are parties to the ABLCredit Agreement, dated as of October 29, 2021 (as amended, amended and restated, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Agent, the Borrowers (as defined in the Credit Agreement) and the Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, the each of the Borrowers is a member of an affiliated group of companies that includes each Grantor; and

WHEREAS, in connection with the Credit Agreement, the Borrowers, the Grantors and the other parties thereto have executed and delivered an ABL US Collateral Agreement, dated as of October 29, 2021 (as amended, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), in favor of the Agent; and

WHEREAS, pursuant to the Security Agreement, each Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Patents; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that, subject to existing licenses to use the Patents granted by such Grantor in

the ordinary course of its business and Liens permitted under the Credit Agreement, pursuant to the Guarantee and Collateral Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the Patents now owned or at any time hereafter acquired by such Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Patents are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

PATENT
REEL: 057973 FRAME: 0619

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MULTI-COLOR CORPORATION

By: _____
Name: Kevin Kwilinski
Title: Chief Executive Officer and President

MCC-NORWOOD, LLC

By: _____
Name: Kevin Kwilinski
Title: Chief Executive Officer and President

W/S PACKAGING GROUP, INC.

By: _____

Name: Sharon Eileen Birkett

Title: President and Chief Executive Officer

BARCLAYS BANK PLC,
as Agent

By: _____

Name: Craig Malloy

Title: Director

SCHEDULE I

PATENTS

Owner	Patent/Application No.	Title	Filing Date	Issue Date
MCC-NORWOOD, LLC	US6998006B1	System and method for configuring a heat transfer decorating machine for different package configurations	3/14/2003	2/14/2006
MCC-NORWOOD, LLC	US7807262B2	Thermal insulative label	9/28/2006	10/5/2010
MCC NORWOOD, LLC	US8709556B2	Heat transfer label for decorating a metal container	10/19/2011	4/29/2014
MCC-NORWOOD, LLC	US10160258B2	Digitally printed heat transfer label and method of making a decorated article	1/11/2010	12/25/2018
MCC-NORWOOD, LLC	US10328668B1	Heat transfer label assembly	12/15/2010	6/25/2019
MCC-NORWOOD, LLC	US8986475B2	Heat transfer labeling machine with hot air treatment stations	6/16/2011	3/24/2015
MULTI-COLOR CORPORATION	US7622171B2	Heat transfer label	4/28/2006	11/24/2009
MULTI-COLOR CORPORATION	16/993,833	Label including a lens array	8/14/2020	Pending App
MULTI-COLOR CORPORATION	16/448,455	Full body decoration of blow molded tubes	6/21/2019	Pending App
MULTI-COLOR CORPORATION	US8252400B2 US9206338B2	Heat-transfer label assembly and method of using the same	12/22/2006; 8/27/2012	8/28/2012; 12/8/2015
MULTI-COLOR CORPORATION	US8609211B2	Label that is Removable or Having a Removable Section	4/30/2009	12/17/2013
MULTI-COLOR CORPORATION	US7829163B2	Shrink sleeve for an article closure	10/18/2005	11/9/2010
MULTI-COLOR CORPORATION	US10325528B2 US10650706B2 16/871,694	Pressure-Sensitive Label	4/8/2016; 2/7/2019; 5/11/2020	6/18/2019; 5/12/2020; Pending App
MULTI-COLOR CORPORATION	16/600,656	High Pressure Processing Indicator	10/14/2018	Pending App
MULTI-COLOR CORPORATION	16/372,554	Label Inspection System	4/2/2019	Pending App
MULTI-COLOR CORPORATION	16/046,233	Protective Label	7/26/2018	Pending App
MULTI-COLOR CORPORATION	16/788,581	Embossing or debossing of a label substrate	2/12/2020	Pending App
MULTI-COLOR CORPORATION	US7364777B1	Heat-transfer label assembly and method of using the same	8/18/2004	4/29/2008
MULTI-COLOR CORPORATION	US8268443B2 US8501316B2	Process for printing wax release layer	6/18/2007; 8/22/2012	9/18/2012; 8/6/2013
MULTI-COLOR CORPORATION	US8932706B2	Laminate with a heat-activatable expandable layer	10/27/2005	1/13/2015
MULTI-COLOR	US9511621B2	Release formulation for label	2/4/2011	12/6/2016

Owner	Patent/Application No.	Title	Filing Date	Issue Date
CORPORATION		including synthetic wax		
MULTI-COLOR CORPORATION	US9757922B2	Heat transfer label having a UV layer	2/3/2010	9/12/2017
MULTI-COLOR CORPORATION	US6805908B2 US7101609B2	Coating for etched-look label	4/15/2002; 8/30/2004	10/19/2004; 9/5/2006
MULTI-COLOR CORPORATION	US6670009B1	Multi-layer extended text resealable label	12/13/2002	12/30/2003
MULTI-COLOR CORPORATION	US6818271B2	Adhesive coated thin film label	6/10/2002	11/16/2004
MULTI-COLOR CORPORATION	US7090907B2	Adhesive coated label having tactile feel	10/25/2002	8/15/2006
MULTI-COLOR CORPORATION	17/350,370	Pressure-sensitive label	6/17/2021	Pending App
MULTI-COLOR CORPORATION	17/353,067	Label including a lens array	6/21/2021	Pending App
MULTI-COLOR CORPORATION	17/118,969	Label or label facestock with post-consumer recycle content	12/11/2020	Pending App
W/S PACKAGING GROUP, INC.	US20190184270A1	Metallized scratch-off on-demand printed construct	2/18/2019	Pending App
W/S PACKAGING GROUP, INC.	US10889423B2 US11059646	Bonding label	1/22/2019; 1/22/2020	1/12/2021; 7/13/2021
W/S PACKAGING GROUP, INC.	US6619608B1	Promotional coaster	4/25/2002	9/16/2003
W/S PACKAGING GROUP, INC.	US6696127B1 US7059792B2 US7115314B2 US7390545B2	Differential perforation pattern for dispensing print media	11/9/2001; 2/10/2004; 6/25/2004; 10/2/2006	2/24/2004; 6/13/2006; 10/3/2006; 6/24/2008
W/S PACKAGING GROUP, INC.	US6752431B1	Peel-back, re-sealable multi-ply label	3/8/2002	6/22/2004
W/S PACKAGING GROUP, INC.	US7140135B2	Flag label	5/1/2003	11/28/2006
W/S PACKAGING GROUP, INC.	US7601410B2 US7875142B2	Multi-ply wrap label	8/8/2005; 10/12/2009	10/13/2009; 1/25/2011
W/S PACKAGING GROUP, INC.	US7467720B2 US7614510B2	Product display hanger strip	7/1/2004; 12/22/2008	12/23/2008; 11/10/2009
W/S PACKAGING GROUP, INC.	US7683783B2	Business portal for electronically tagging product packaging	3/5/2007	3/23/2010
W/S PACKAGING GROUP, INC.	US8273434B2 US8540839B2	Resealable multi-ply label construction	3/11/2010; 8/22/2012	9/25/2012; 9/24/2013
W/S PACKAGING GROUP, INC.	US8546301B2	On-demand printable construct	6/11/2011	10/1/2013
W/S PACKAGING GROUP, INC.	US8620287B2 US8862107B2	Food tracking system with mobile phone uplink	12/6/2010; 12/2/2013	12/31/2013; 10/14/2014
W/S PACKAGING GROUP, INC.	17/373,252	N/A	N/A	Pending App

EXHIBIT 21

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6997496

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CASH FLOW SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
MULTI-COLOR CORPORATION	10/29/2021
MCC-NORWOOD, LLC	10/29/2021
W/S PACKAGING GROUP, INC.	10/29/2021

RECEIVING PARTY DATA

Name:	BARCLAYS BANK PLC
Street Address:	745 SEVENTH AVENUE, 8TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019

PROPERTY NUMBERS Total: 55

Property Type	Number
Patent Number:	6998006
Patent Number:	7807262
Patent Number:	8709556
Patent Number:	10160258
Patent Number:	10328668
Patent Number:	8986475
Patent Number:	7622171
Application Number:	16993833
Application Number:	16448455
Patent Number:	8252400
Patent Number:	9206338
Patent Number:	8609211
Patent Number:	7829163
Patent Number:	10325528
Patent Number:	10650706
Application Number:	16871694
Application Number:	16600656

Property Type	Number
Application Number:	16372554
Application Number:	16046233
Application Number:	16788581
Patent Number:	7364777
Patent Number:	8268443
Patent Number:	8501316
Patent Number:	8932706
Patent Number:	9511621
Patent Number:	9757922
Patent Number:	6805908
Patent Number:	7101609
Patent Number:	6670009
Patent Number:	6818271
Patent Number:	7090907
Application Number:	17350370
Application Number:	17353067
Application Number:	17118969
Application Number:	16326323
Patent Number:	10889423
Patent Number:	11059646
Patent Number:	6619608
Patent Number:	6696127
Patent Number:	7059792
Patent Number:	7115314
Patent Number:	7390545
Patent Number:	6752431
Patent Number:	7140135
Patent Number:	7601410
Patent Number:	7875142
Patent Number:	7467720
Patent Number:	7614510
Patent Number:	7683783
Patent Number:	8273434
Patent Number:	8540839
Patent Number:	8546301
Patent Number:	8620287
Patent Number:	8862107
Application Number:	17373252

CORRESPONDENCE DATA

Fax Number: (800)914-4240

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: 800-713-0755
Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com
Correspondent Name: CT CORPORATION
Address Line 1: 4400 EASTON COMMONS WAY
Address Line 2: SUITE 125
Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	10/29/2021

Total Attachments: 8
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Form PTO-1595 (Rev. 6-18)
OMB No. 0651-0027 (exp. 06/30/2021)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

MULTI-COLOR CORPORATION
MCC-NORWOOD, LLC
W/S PACKAGING GROUP, INC.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: BARCLAYS BANK PLC
Internal Address:
Street Address: 745 Seventh Avenue, 8th Floor
City: New York
State: NY
Country: USA Zip: 10019
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) October 29, 2021

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Cash Flow Security Agreement

4. Application or patent number(s): ☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

See Schedule I

B. Patent No.(s)

See Schedule I

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal
Internal Address:
Street Address: c/o Cahill Gordon & Reindel LLP, 32 Old Slip
City: New York
State: NY Zip: 10005
Phone Number: (212) 701-3365
Docket Number:
Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: 55

7. Total fee (37 CFR 1.21(h) & 3.41) $

☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number
Authorized User Name

9. Signature: Elaine Carrera — October 29, 2021

Signature — Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

EXECUTION VERSION

CASH FLOW NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS (the "Agreement"), dated as of October 29, 2021, made by each of the parties party hereto (collectively, the "Grantors"), in favor of BARCLAYS BANK PLC, as collateral agent for the Secured Parties (in such capacity, and together with its successors and assigns in such capacity, the "Agent") for the banks and other financial institutions (the "Lenders") that are parties to the Cash Flow Credit Agreement, dated as of October 29, 2021 (as amended, amended and restated, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Agent, the Borrowers (as defined in the Credit Agreement) and the Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, the each of the Borrowers is a member of an affiliated group of companies that includes each Grantor; and

WHEREAS, in connection with the Credit Agreement, the Borrowers, the Grantors and the other parties thereto have executed and delivered a Cash Flow Guarantee and Collateral Agreement, dated as of October 29, 2021 (as amended, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), in favor of the Agent; and

WHEREAS, pursuant to the Security Agreement, each Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Patents; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that, subject to existing licenses to use the Patents granted by such Grantor in

the ordinary course of its business and Liens permitted under the Credit Agreement, pursuant to the Guarantee and Collateral Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the Patents now owned or at any time hereafter acquired by such Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Patents are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

PATENT
REEL: 057973 FRAME: 0630

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MULTI-COLOR CORPORATION

By: _____
Name: Kevin Kwilinski
Title: Chief Executive Officer and President

MCC-NORWOOD, LLC

By: _____
Name: Kevin Kwilinski
Title: Chief Executive Officer and President

W/S PACKAGING GROUP, INC.

By: _____

Name: Sharon Eileen Birkett

Title: President and Chief Executive Officer

[Signature Page to Cash Flow Notice and Confirmation of Grant of Security Interest in Patents]

BARCLAYS BANK PLC,
as Agent

By: _____
Name: Charlene Saldanha
Title: Vice President

[Signature Page to Monarch Cash Flow Notice and Confirmation of Grant of Security Interest in Patents]

SCHEDULE I

PATENTS

Owner	Patent/Application No.	Title	Filing Date	Issue Date
MCC-NORWOOD, LLC	US6998006B1	System and method for configuring a heat transfer decorating machine for different package configurations	3/14/2003	2/14/2006
MCC-NORWOOD, LLC	US7807262B2	Thermal insulative label	9/28/2006	10/5/2010
MCC NORWOOD, LLC	US8709556B2	Heat transfer label for decorating a metal container	10/19/2011	4/29/2014
MCC-NORWOOD, LLC	US10160258B2	Digitally printed heat transfer label and method of making a decorated article	1/11/2010	12/25/2018
MCC-NORWOOD, LLC	US10328668B1	Heat transfer label assembly	12/15/2010	6/25/2019
MCC-NORWOOD, LLC	US8986475B2	Heat transfer labeling machine with hot air treatment stations	6/16/2011	3/24/2015
MULTI-COLOR CORPORATION	US7622171B2	Heat transfer label	4/28/2006	11/24/2009
MULTI-COLOR CORPORATION	16/993,833	Label including a lens array	8/14/2020	Pending App
MULTI-COLOR CORPORATION	16/448,455	Full body decoration of blow molded tubes	6/21/2019	Pending App
MULTI-COLOR CORPORATION	US8252400B2 US9206338B2	Heat-transfer label assembly and method of using the same	12/22/2006; 8/27/2012	8/28/2012; 12/8/2015
MULTI-COLOR CORPORATION	US8609211B2	Label that is Removable or Having a Removable Section	4/30/2009	12/17/2013
MULTI-COLOR CORPORATION	US7829163B2	Shrink sleeve for an article closure	10/18/2005	11/9/2010
MULTI-COLOR CORPORATION	US10325528B2 US10650706B2 16/871,694	Pressure-Sensitive Label	4/8/2016; 2/7/2019; 5/11/2020	6/18/2019; 5/12/2020; Pending App
MULTI-COLOR CORPORATION	16/600,656	High Pressure Processing Indicator	10/14/2018	Pending App
MULTI-COLOR CORPORATION	16/372,554	Label Inspection System	4/2/2019	Pending App
MULTI-COLOR CORPORATION	16/046,233	Protective Label	7/26/2018	Pending App
MULTI-COLOR CORPORATION	16/788,581	Embossing or debossing of a label substrate	2/12/2020	Pending App
MULTI-COLOR CORPORATION	US7364777B1	Heat-transfer label assembly and method of using the same	8/18/2004	4/29/2008
MULTI-COLOR CORPORATION	US8268443B2 US8501316B2	Process for printing wax release layer	6/18/2007; 8/22/2012	9/18/2012; 8/6/2013
MULTI-COLOR CORPORATION	US8932706B2	Laminate with a heat-activatable expandable layer	10/27/2005	1/13/2015
MULTI-COLOR	US9511621B2	Release formulation for label	2/4/2011	12/6/2016

Owner	Patent/Application No.	Title	Filing Date	Issue Date
CORPORATION		including synthetic wax		
MULTI-COLOR CORPORATION	US9757922B2	Heat transfer label having a UV layer	2/3/2010	9/12/2017
MULTI-COLOR CORPORATION	US6805908B2 US7101609B2	Coating for etched-look label	4/15/2002; 8/30/2004	10/19/2004; 9/5/2006
MULTI-COLOR CORPORATION	US6670009B1	Multi-layer extended text resealable label	12/13/2002	12/30/2003
MULTI-COLOR CORPORATION	US6818271B2	Adhesive coated thin film label	6/10/2002	11/16/2004
MULTI-COLOR CORPORATION	US7090907B2	Adhesive coated label having tactile feel	10/25/2002	8/15/2006
MULTI-COLOR CORPORATION	17/350,370	Pressure-sensitive label	6/17/2021	Pending App
MULTI-COLOR CORPORATION	17/353,067	Label including a lens array	6/21/2021	Pending App
MULTI-COLOR CORPORATION	17/118,969	Label or label facestock with post-consumer recycle content	12/11/2020	Pending App
W/S PACKAGING GROUP, INC.	US20190184270A1	Metallized scratch-off on-demand printed construct	2/18/2019	Pending App
W/S PACKAGING GROUP, INC.	US10889423B2 US11059646	Bonding label	1/22/2019; 1/22/2020	1/12/2021; 7/13/2021
W/S PACKAGING GROUP, INC.	US6619608B1	Promotional coaster	4/25/2002	9/16/2003
W/S PACKAGING GROUP, INC.	US6696127B1 US7059792B2 US7115314B2 US7390545B2	Differential perforation pattern for dispensing print media	11/9/2001; 2/10/2004; 6/25/2004; 10/2/2006	2/24/2004; 6/13/2006; 10/3/2006; 6/24/2008
W/S PACKAGING GROUP, INC.	US6752431B1	Peel-back, re-sealable multi-ply label	3/8/2002	6/22/2004
W/S PACKAGING GROUP, INC.	US7140135B2	Flag label	5/1/2003	11/28/2006
W/S PACKAGING GROUP, INC.	US7601410B2 US7875142B2	Multi-ply wrap label	8/8/2005; 10/12/2009	10/13/2009; 1/25/2011
W/S PACKAGING GROUP, INC.	US7467720B2 US7614510B2	Product display hanger strip	7/1/2004; 12/22/2008	12/23/2008; 11/10/2009
W/S PACKAGING GROUP, INC.	US7683783B2	Business portal for electronically tagging product packaging	3/5/2007	3/23/2010
W/S PACKAGING GROUP, INC.	US8273434B2 US8540839B2	Resealable multi-ply label construction	3/11/2010; 8/22/2012	9/25/2012; 9/24/2013
W/S PACKAGING GROUP, INC.	US8546301B2	On-demand printable construct	6/11/2011	10/1/2013
W/S PACKAGING GROUP, INC.	US8620287B2 US8862107B2	Food tracking system with mobile phone uplink	12/6/2010; 12/2/2013	12/31/2013; 10/14/2014
W/S PACKAGING GROUP, INC.	17/373,252	N/A	N/A	Pending App

EXHIBIT 22

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6997529

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTES SECURITY AGREEMENT
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Execution Date
MULTI-COLOR CORPORATION	10/29/2021
MCC-NORWOOD, LLC	10/29/2021
W/S PACKAGING GROUP, INC.	10/29/2021

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION
Street Address:	1100 NORTH MARKET STREET
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19890

PROPERTY NUMBERS Total: 55

Property Type	Number
Patent Number:	6998006
Patent Number:	7807262
Patent Number:	8709556
Patent Number:	10160258
Patent Number:	10328668
Patent Number:	8986475
Patent Number:	7622171
Application Number:	16993833
Application Number:	16448455
Patent Number:	8252400
Patent Number:	9206338
Patent Number:	8609211
Patent Number:	7829163
Patent Number:	10325528
Patent Number:	10650706
Application Number:	16871694
Application Number:	16600656

Property Type	Number
Application Number:	16372554
Application Number:	16046233
Application Number:	16788581
Patent Number:	7364777
Patent Number:	8268443
Patent Number:	8501316
Patent Number:	8932706
Patent Number:	9511621
Patent Number:	9757922
Patent Number:	6805908
Patent Number:	7101609
Patent Number:	6670009
Patent Number:	6818271
Patent Number:	7090907
Application Number:	17350370
Application Number:	17353067
Application Number:	17118969
Application Number:	16326323
Patent Number:	10889423
Patent Number:	11059646
Patent Number:	6619608
Patent Number:	6696127
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Patent Number:	7601410
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Patent Number:	8620287
Patent Number:	8862107
Application Number:	17373252

CORRESPONDENCE DATA

Fax Number: (800)914-4240

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: 800-713-0755
Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com
Correspondent Name: CT CORPORATION
Address Line 1: 4400 EASTON COMMONS WAY
Address Line 2: SUITE 125
Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	10/29/2021

Total Attachments: 9
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Form PTO-1595 (Rev. 6-18)
OMB No. 0651-0027 (exp. 06/30/2021)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

MULTI-COLOR CORPORATION
MCC-NORWOOD, LLC
W/S PACKAGING GROUP, INC.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: WILMINGTON TRUST, NATIONAL ASSOCIATION
Internal Address:
Street Address: 1100 North Market Street
City: Wilmington
State: DE
Country: USA Zip: 19890

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) October 29, 2021

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Notes Security Agreement

4. Application or patent number(s): ☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

See Schedule I

B. Patent No.(s)

See Schedule I

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal
Internal Address:
Street Address: c/o Cahill Gordon & Reindel LLP,
32 Old Slip
City: New York
State: NY Zip: 10005
Phone Number: (212) 701-3365
Docket Number:
Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: 55

7. Total fee (37 CFR 1.21(h) & 3.41) $

☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number
Authorized User Name

9. Signature: Elaine Carrera — October 29, 2021

Signature — Date

Elaine Carrera — Total number of pages including cover sheet, attachments, and documents: 9

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

EXECUTION VERSION

SECURED NOTES NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS (the "Agreement"), dated as of October 29, 2021, made by each of the parties party hereto (collectively, the "Grantors"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as trustee and note collateral agent (in such respective capacity, and together with its successors and assigns in such respective capacity, the "Trustee" and the "Agent") for the Secured Parties on behalf of the Holders (as defined in the Indenture) pursuant to the Indenture, dated as of October 29, 2021 (as amended, amended and restated, restated, supplemented, waived or otherwise modified from time to time, the "Indenture"), among the Trustee, the Agent and the Company (as defined in the Indenture).

WHEREAS, pursuant to the Indenture, the Company will issue senior secured notes upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Company is a member of an affiliated group of companies that includes each Grantor; and

WHEREAS, in connection with the Indenture, the Company, the Grantors and the other parties thereto have executed and delivered a Notes Collateral Agreement, dated as of October 29, 2021 (as amended, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), in favor of the Agent; and

WHEREAS, pursuant to the Security Agreement, each Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Patents; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that, subject to existing licenses to use the Patents granted by such Grantor in the ordinary course of its business and Liens permitted under the Indenture, pursuant to

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the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the Patents now owned or at any time hereafter acquired by such Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Patents are more fully set forth in the Indenture and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MULTI-COLOR CORPORATION

By: _____
Name: Kevin Kwilinski
Title: Chief Executive Officer and President

MCC-NORWOOD, LLC

By: _____
Name: Kevin Kwilinski
Title: Chief Executive Officer and President

W/S PACKAGING GROUP, INC.

By: _____

Name: Sharon Eileen Birkett

Title: President and Chief Executive Officer

[Signature Page to Secured Notes Notice and Confirmation of Grant of Security Interest in Patents]

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: Arlene Thelwell
Title: Vice President

Case 26-10910-MBK Doc 336-26 Filed 02/24/26 Entered 02/24/26 15:40:40 Desc Exhibit 2.2 (2 of 2) Page 5 of 7

PATENT
REEL: 057973 FRAME: 0748

SCHEDULE I

PATENTS

1. Issued Patents

Owner	Patent/Application No.	Title	Filing Date	Issue Date
MCC-NORWOOD, LLC	US6998006B1	System and method for configuring a heat transfer decorating machine for different package configurations	3/14/2003	2/14/2006
MCC-NORWOOD, LLC	US7807262B2	Thermal insulative label	9/28/2006	10/5/2010
MCC NORWOOD, LLC	US8709556B2	Heat transfer label for decorating a metal container	10/19/2011	4/29/2014
MCC-NORWOOD, LLC	US10160258B2	Digitally printed heat transfer label and method of making a decorated article	1/11/2010	12/25/2018
MCC-NORWOOD, LLC	US10328668B1	Heat transfer label assembly	12/15/2010	6/25/2019
MCC-NORWOOD, LLC	US8986475B2	Heat transfer labeling machine with hot air treatment stations	6/16/2011	3/24/2015
MULTI-COLOR CORPORATION	US7622171B2	Heat transfer label	4/28/2006	11/24/2009
MULTI-COLOR CORPORATION	16/993,833	Label including a lens array	8/14/2020	Pending App
MULTI-COLOR CORPORATION	16/448,455	Full body decoration of blow molded tubes	6/21/2019	Pending App
MULTI-COLOR CORPORATION	US8252400B2 US9206338B2	Heat-transfer label assembly and method of using the same	12/22/2006; 8/27/2012	8/28/2012; 12/8/2015
MULTI-COLOR CORPORATION	US8609211B2	Label that is Removable or Having a Removable Section	4/30/2009	12/17/2013
MULTI-COLOR CORPORATION	US7829163B2	Shrink sleeve for an article closure	10/18/2005	11/9/2010

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Owner	Patent/Application No.	Title	Filing Date	Issue Date
MULTI-COLOR CORPORATION	US10325528B2 US10650706B2 16/871,694	Pressure-Sensitive Label	4/8/2016; 2/7/2019; 5/11/2020	6/18/2019; 5/12/2020; Pending App
MULTI-COLOR CORPORATION	16/600,656	High Pressure Processing Indicator	10/14/2018	Pending App
MULTI-COLOR CORPORATION	16/372,554	Label Inspection System	4/2/2019	Pending App
MULTI-COLOR CORPORATION	16/046,233	Protective Label	7/26/2018	Pending App
MULTI-COLOR CORPORATION	16/788,581	Embossing or debossing of a label substrate	2/12/2020	Pending App
MULTI-COLOR CORPORATION	US7364777B1	Heat-transfer label assembly and method of using the same	8/18/2004	4/29/2008
MULTI-COLOR CORPORATION	US8268443B2 US8501316B2	Process for printing wax release layer	6/18/2007; 8/22/2012	9/18/2012; 8/6/2013
MULTI-COLOR CORPORATION	US8932706B2	Laminate with a heat-activatable expandable layer	10/27/2005	1/13/2015
MULTI-COLOR CORPORATION	US9511621B2	Release formulation for label including synthetic wax	2/4/2011	12/6/2016
MULTI-COLOR CORPORATION	US9757922B2	Heat transfer label having a UV layer	2/3/2010	9/12/2017
MULTI-COLOR CORPORATION	US6805908B2 US7101609B2	Coating for etched-look label	4/15/2002; 8/30/2004	10/19/2004; 9/5/2006
MULTI-COLOR CORPORATION	US6670009B1	Multi-layer extended text resealable label	12/13/2002	12/30/2003
MULTI-COLOR CORPORATION	US6818271B2	Adhesive coated thin film label	6/10/2002	11/16/2004
MULTI-COLOR CORPORATION	US7090907B2	Adhesive coated label having tactile feel	10/25/2002	8/15/2006
MULTI-COLOR CORPORATION	17/350,370	Pressure-sensitive label	6/17/2021	Pending App
MULTI-COLOR CORPORATION	17/353,067	Label including a lens array	6/21/2021	Pending App
MULTI-COLOR CORPORATION	17/118,969	Label or label facestock with post-consumer recycle content	12/11/2020	Pending App
W/S PACKAGING GROUP, INC.	US20190184270A1	Metallized scratch-off on-demand printed construct	2/18/2019	Pending App

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Owner	Patent/Application No.	Title	Filing Date	Issue Date
W/S PACKAGING GROUP, INC.	US10889423B2 US11059646	Bonding label	1/22/2019; 1/22/2020	1/12/2021; 7/13/2021
W/S PACKAGING GROUP, INC.	US6619608B1	Promotional coaster	4/25/2002	9/16/2003
W/S PACKAGING GROUP, INC.	US6696127B1 US7059792B2 US7115314B2 US7390545B2	Differential perforation pattern for dispensing print media	11/9/2001; 2/10/2004; 6/25/2004; 10/2/2006	2/24/2004; 6/13/2006; 10/3/2006; 6/24/2008
W/S PACKAGING GROUP, INC.	US6752431B1	Peel-back, re-sealable multi-ply label	3/8/2002	6/22/2004
W/S PACKAGING GROUP, INC.	US7140135B2	Flag label	5/1/2003	11/28/2006
W/S PACKAGING GROUP, INC.	US7601410B2 US7875142B2	Multi-ply wrap label	8/8/2005; 10/12/2009	10/13/2009; 1/25/2011
W/S PACKAGING GROUP, INC.	US7467720B2 US7614510B2	Product display hanger strip	7/1/2004; 12/22/2008	12/23/2008; 11/10/2009
W/S PACKAGING GROUP, INC.	US7683783B2	Business portal for electronically tagging product packaging	3/5/2007	3/23/2010
W/S PACKAGING GROUP, INC.	US8273434B2 US8540839B2	Resealable multi-ply label construction	3/11/2010; 8/22/2012	9/25/2012; 9/24/2013
W/S PACKAGING GROUP, INC.	US8546301B2	On-demand printable construct	6/11/2011	10/1/2013
W/S PACKAGING GROUP, INC.	US8620287B2 US8862107B2	Food tracking system with mobile phone uplink	12/6/2010; 12/2/2013	12/31/2013; 10/14/2014
W/S PACKAGING GROUP, INC.	17/373,252	N/A	N/A	Pending App

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RECORDED: 10/29/2021

EXHIBIT 23

SUBJECT OF MOTION TO SEAL

EXHIBIT 24

SUBJECT OF MOTION TO SEAL

EXHIBIT 25

SUBJECT OF MOTION TO SEAL

EXHIBIT 26

SUBJECT OF MOTION TO SEAL

EXHIBIT 27

SUBJECT OF MOTION TO SEAL

EXHIBIT 28

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SUBJECT OF MOTION TO SEAL

EXHIBIT 37

SUBJECT OF MOTION TO SEAL

EXHIBIT 38

SUBJECT OF MOTION TO SEAL