

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319133

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Electronic Imaging Services, Inc.		09/30/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent under the Second Lien Credit Agreement		
Street Address:	500 W Monroe Street		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	3391355	EASY TO EAT WELL	
Registration Number:	3796547	PEGASSIST	
Registration Number:	3796548	PEGASSIST	
Registration Number:	3880462	PEGASSIST	
Registration Number:	3796549	PEGASSIST	
Registration Number:	3723496	KAMELEON	
Registration Number:	3723497	KAMELEON	
Registration Number:	3797023	HEALTHY AISLES	
Registration Number:	3804256	HEALTHY AISLES	
Registration Number:	3797022	HEALTHY AISLES	
Registration Number:	3804257	HEALTHY AISLES	
Registration Number:	3887126	PEGASSIST	
Registration Number:	3808056	PEGASSIST	
Registration Number:	3808055	PEGASSIST	
Registration Number:	3808057	PEGASSIST	
Registration Number:	3797025	KAMELEON	
Registration Number:	3797024	KAMELEON	
Registration Number:	3846045	SHELFSTRIPS	
Registration Number:	3929116	ISMADS	

CH \$865.00 3391355

Property Type	Number	Word Mark
Registration Number:	3846043	SHELFSTRIPS
Registration Number:	3929115	ISMADS
Registration Number:	3846044	SHELFSTRIPS
Registration Number:	3842527	MAXIMIZE THE SHELFEDGE
Registration Number:	3718017	MAXIMIZE THE SHELFEDGE
Registration Number:	3928553	ADSIGNS
Registration Number:	4106885	ISMINSIGHTS
Registration Number:	4467402	VITAAISLES
Registration Number:	4467401	VITAAISLES
Registration Number:	4467400	VITAAISLES
Registration Number:	4594589	BANNERSTRIPS
Registration Number:	4486557	BANNERSTRIPS
Registration Number:	1608281	PRINTPERFECT
Serial Number:	85863462	BANNERSTRIPS
Serial Number:	85863429	BANNERSTRIPS

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 312-577-8265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe Street

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-724
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	10/06/2014

Total Attachments: 10

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN AGENT PURSUANT TO OR IN CONNECTION WITH THIS TRADEMARK AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT (AS DEFINED IN THE SECOND LIEN GUARANTY SECURITY AGREEMENT REFERRED TO BELOW). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2014, is made by Electronic Imaging Services, Inc., a Delaware corporation (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Second Lien Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of September [30], 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties party thereto, the Lenders from time to time party thereto and GE Capital, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Second Lien Guaranty and Security Agreement of even date herewith in favor of the Second Lien Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Second Lien Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Second Lien Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Second Lien Agent for the benefit of the Secured Parties, and grants to the Second Lien Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, however, that no Lien on and security interest is granted on any "intent to use" Trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided, further, that upon such filing and acceptance by the United States Patent and Trademark Office, such "intent to use" Trademark applications shall be included in the Trademark Collateral and automatically subject to the Lien and security interest granted herein;

b) all renewals and extensions of the foregoing;

c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Second Lien Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the Guaranty and Security Agreement and this Trademark Security Agreement, the applicable terms and provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Intercreditor Agreement. Second Lien Agent, Grantors and First Lien Agent have entered into the Intercreditor Agreement. To the extent any provision of this Agreement conflicts with the Intercreditor Agreement, the Intercreditor Agreement shall control. Without limiting the generality of the foregoing, until the Discharge of First Lien Obligations (as defined in the Intercreditor Agreement), and notwithstanding anything herein to the contrary, (a) any assignment or transfer of Collateral hereunder to Second Lien Agent shall be to First Lien Agent and (b) notwithstanding anything herein to the contrary, all rights and remedies of the Second Lien Agent and the Second Lien Creditors (as defined in the Intercreditor Agreement) shall be subject to the terms of the Intercreditor Agreement.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

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

**ELECTRONIC IMAGING SERVICES,
INC., a Delaware corporation, as Grantor**

By: 
Name: Shannon D. Palmer
Title: Chief Financial Officer

Trademark Security Agreement (Electronic Imaging)

**TRADEMARK
REEL: 005375 FRAME: 0441**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Current Owner	Mark Name	Country	Current Ap #	Current Ap Date	Current Reg #	Current Reg Date	Status
Electronic Imaging Services, Inc.	EASY TO EAT WELL	United States	77/216,560	06/27/2007	3,391,355	03/04/2008	Registered
Electronic Imaging Services, Inc.	PEGASSIST	United States	77/551,846	08/20/2008	3,796,547	06/01/2010	Registered
Electronic Imaging Services, Inc.	PEGASSIST	United States	77/551,869	08/20/2008	3,796,548	06/01/2010	Registered
Electronic Imaging Services, Inc.	PEGASSIST	United States	77/551,918	08/20/2008	3,880,462	11/23/2010	Registered
Electronic Imaging Services, Inc.	PEGASSIST	United States	77/551,940	08/20/2008	3,796,549	06/01/2010	Registered
Electronic Imaging Services, Inc.	KAMELEON (and design)	United States	77/585,301	10/03/2008	3,723,496	12/08/2009	Registered

Electronic Imaging Services, Inc.	KAMELEON (and design)	United States	77/585,322	10/03/2008	3,723,497	12/08/2009	Registered
Electronic Imaging Services, Inc.	HEALTHY AISLES (and design)	United States	77/682,142	03/03/2009	3,797,023	06/01/2010	Registered
Electronic Imaging Services, Inc.	HEALTHY AISLES (and design)	United States	77/682,091	03/03/2009	3,804,256	06/15/2010	Registered
Electronic Imaging Services, Inc.	HEALTHY AISLES (and design)	United States	77/682,123	03/03/2009	3,797,022	06/01/2010	Registered
Electronic Imaging Services, Inc.	HEALTHY AISLES (and design)	United States	77/682,105	03/03/2009	3,804,257	06/15/2010	Registered
Electronic Imaging Services, Inc.	PEGASSIST (and with design)	United States	77/695,179	03/19/2009	3,887,126	12/07/2010	Registered
Electronic Imaging Services, Inc.	PEGASSIST (and with design)	United States	77/695,227	03/19/2009	3,808,056	06/22/2010	Registered
Electronic Imaging Services, Inc.	PEGASSIST (and with design)	United States	77/695,197	03/19/2009	3,808,055	06/22/2010	Registered

Electronic Imaging Services, Inc.	PEGASSIST (and with design)	United States	77/695,249	03/19/2009	3,808,057	06/22/2010	Registered
Electronic Imaging Services, Inc.	KAMELEON	United States	77/682,180	03/03/2009	3,797,025	06/01/2010	Registered
Electronic Imaging Services, Inc.	KAMELEON	United States	77/682,162	03/03/2009	3,797,024	06/01/2010	Registered
Electronic Imaging Services, Inc.	SHELFSTRIPS (and Design)	United States	77/699,916	03/26/2009	3,846,045	09/07/2010	Registered
Electronic Imaging Services, Inc.	ISMADS (and Design)	United States	77/699,700	03/26/2009	3,929,116	03/08/2011	Registered
Electronic Imaging Services, Inc.	SHELFSTRIPS (with Design)	United States	77/699,865	03/26/2009	3,846,043	09/07/2010	Registered
Electronic Imaging Services, Inc.	ISMADS (and design)	United States	77/699,685	03/26/2009	3,929,115	03/08/2011	Registered
Electronic Imaging Services, Inc.	SHELFSTRIPS (and Design)	United States	77/699,876	03/26/2009	3,846,044	09/07/2010	Registered

Electronic Imaging Services, Inc.	MAXIMIZE THE SHELFEDGE	United States	77/710,397	04/09/2009	3,842,527	08/31/2010	Registered
Electronic Imaging Services, Inc.	MAXIMIZE THE SHELFEDGE	United States	77/710,385	04/09/2009	3,718,017	12/01/2009	Registered
Electronic Imaging Services, Inc.	ADSIGNS (and design)	United States	85/086,888	07/16/2010	3,928,553	03/08/2011	Registered
Electronic Imaging Services, Inc.	ISMINSIGHTS	United States	85/313,618	05/05/2011	4,106,885	02/28/2012	Registered
Electronic Imaging Services, Inc.	AISLEWISE	United States	85/447,919	10/14/2011			Filed
Electronic Imaging Services, Inc.	AISLEWISE	United States	85/447,936	10/14/2011			Filed
Electronic Imaging Services, Inc.	AISLEWISE	United States	85/447,955	10/14/2011			Filed
Electronic Imaging Services, Inc.	AISLEWISE	United States	85/447,974	10/14/2011			Filed

Electronic Imaging Services, Inc.	AISLEWISE	United States	85/447,995	10/14/2011			Filed
Electronic Imaging Services, Inc.	vitaAisles	United States	85/723,407	09/07/2012	4,467,402	01/14/2014	Registered
Electronic Imaging Services, Inc.	vitaAisles	United States	85/723,369	09/07/2012	4,467,401	01/14/2014	Registered
Electronic Imaging Services, Inc.	vitaAisles	United States	85/723,347	09/07/2012	4,467,400	01/14/2014	Registered
Electronic Imaging Services, Inc.	bannerStrips	United States	85/863,462	02/28/2013			Filed
Electronic Imaging Services, Inc.	bannerStrips	United States	85/863,429	02/28/2013			Filed
Electronic Imaging Services, Inc.	bannerStrips	United States	85/863,401	02/28/2013	4,594,589	08/26/2014	Registered
Electronic Imaging Services, Inc.	bannerStrips	United States	85/863,343	02/28/2013	4,486,557	02/18/2014	Registered

Electronic Imaging Services, Inc.	printperfect	United States	73/812,807	02/28/2013	1,608,281	07/31/1990	Registered
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