

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM342573

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DOODAD PRINTING, LLC		03/20/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ALDINE CAPITAL FUND II, L.P.		
<b>Street Address:</b>	30 WEST MONROE STREET		
<b>Internal Address:</b>	SUITE 710		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78487274	DOODAD	
<b>Serial Number:</b>	77052152	DOOD ADS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			
<b>Phone:</b>	414-298-8185		
<b>Email:</b>	tadmin@reinhartlaw.com		
<b>Correspondent Name:</b>	Daniel E. Kattman		
<b>Address Line 1:</b>	1000 N Water St.		
<b>Address Line 2:</b>	Suite 1900		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>ATTORNEY DOCKET NUMBER:</b>	010398-0015		
<b>NAME OF SUBMITTER:</b>	Daniel E. Kattman		
<b>SIGNATURE:</b>	/dek/		
<b>DATE SIGNED:</b>	05/27/2015		
<b>Total Attachments: 6</b>			
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ALL INDEBTEDNESS EVIDENCED BY THIS TRADEMARK SECURITY AGREEMENT IS SUBORDINATED TO OTHER INDEBTEDNESS PURSUANT TO, AND TO THE EXTENT PROVIDED IN, AND IS OTHERWISE SUBJECT TO THE TERMS OF, THE SUBORDINATION AGREEMENT DATED AS OF MARCH 20, 2015 BY AND AMONG DOODAD PRINTING, LLC, DOODAD HOLDINGS, LLC, ALDINE CAPITAL FUND II, L.P. AND WINTRUST BANK, AS SENIOR LENDER.

**SUBORDINATED TRADEMARK SECURITY AGREEMENT**

This SUBORDINATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of March 20, 2015, between DOODAD PRINTING, LLC, a Delaware limited liability company (the "Grantor") and ALDINE CAPITAL FUND II, L.P., a Delaware limited partnership and Federal licensee under the Small Business Investment Act of 1958, as amended ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Senior Subordinated Loan and Security Agreement and Investment Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Grantor, doodad Holdings, LLC, a Delaware limited liability company, as guarantor, and Lender, Lender has agreed to make the Loan to the Grantor; and

WHEREAS, in order to induce Lender to enter into the Loan Agreement and the Related Documents and to make the Loan as provided for in the Loan Agreement, the Grantor has agreed to execute and deliver to Lender and its Affiliates, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby grants to Lender a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers now held or hereafter acquired by the Grantor, any registration or recording of the foregoing, and any application in connection therewith (excluding any intent-to-use trademark application for which an amendment to allege use under 15 U.S.C. §1051(c) or statement of use under 15 U.S.C. §1051(d) has not been filed), including, without limitation, those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all trademark licenses to which the Grantor is a party;

(d) all goodwill of the business associated with the use of, and symbolized by, any of the foregoing; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any of the foregoing or (ii) injury to the goodwill associated with any trademark or any of the foregoing.

3. **SECURITY FOR LIABILITIES.** This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Liabilities, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Liabilities and would be owed by the Grantor to Lender whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. **AUTHORIZATION TO SUPPLEMENT.** If the Grantor shall obtain rights to any new trademarks or trademark licenses, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall promptly notify Lender in writing of any such new trademarks for which the Grantor files an application for registration with the United States Patent and Trademark Office (or in the case of an intent-to-use trademark application, the filing of an amendment to allege use under 15 U.S.C. §1051(c) or statement of use under 15 U.S.C. §1051(d)). Without limiting the Grantor's obligations under this Section 5, the Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement, the Loan Agreement or any Related Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission (including “.pdf” format) shall be deemed an original signature hereto.

7. **CONSTRUCTION.** Unless the context of this Trademark Security Agreement, the Loan Agreement or any Related Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement, the Loan Agreement or any Related Document refer to this Trademark Security Agreement, the Loan Agreement or such Related Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement, the Loan Agreement or such Related Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this

Trademark Security Agreement, the Loan Agreement or in any Related Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein, in the Loan Agreement or in any Related Document shall be satisfied by the transmission of a Record (as such term is defined in Section 9-102(a)(69) of the UCC) and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. TERMINATION. This Trademark Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Liabilities outstanding) until (i) the Loan Agreement has terminated pursuant to its express terms and (ii) all of the Liabilities have been indefeasibly paid and performed in full in cash and no commitments of Lender which would give rise to any Liabilities are outstanding.

9. GOVERNING LAW. This Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflict of laws principles.


10. INTERCREDITOR AGREEMENT. Notwithstanding any provision to the contrary in this Trademark Security Agreement, this Trademark Security Agreement and the exercise of any right or remedy by Lender hereunder are subject to the provisions of the Intercreditor Agreement. The Grantor acknowledges that the Intercreditor Agreement and the rights and benefits thereof (as specific references thereto herein) inure only to the benefit of the Senior Lender and that no other Person, including the Grantor, shall have or be entitled to assert any rights or benefits hereunder arising under the Intercreditor Agreement or by virtue of the existence of the specific references thereto herein.

*[Signatures Immediately Follow]*

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

Grantor:

DOODAD PRINTING, LLC,  
a Delaware limited liability company

By:  \_\_\_\_\_  
Name: Dennis M. Zaslavsky  
Title: Authorized Person

**ACKNOWLEDGED AND AGREED:**

ALDINE CAPITAL FUND II, L.P.,  
as Lender

By: ALDINE GP II, LLC, its general partner

By: ALDINE CAPITAL PARTNERS,  
INC., its manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Grantor:

DOODAD PRINTING, LLC,  
a Delaware limited liability company

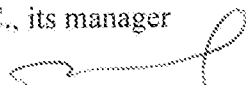
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED:**

ALDINE CAPITAL FUND II, L.P.,  
as Lender

By: ALDINE GP II, LLC, its general partner

By: ALDINE CAPITAL PARTNERS,  
INC., its manager

By:  \_\_\_\_\_  
Name: William S. Howard  
Title: President

**SCHEDULE I**

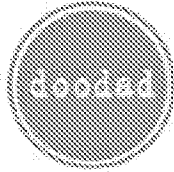
to

**TRADEMARK SECURITY AGREEMENT**

**1. REGISTERED TRADEMARKS**

<b>Owner of Record</b>	<b>Mark</b>	<b>Serial No. / Date</b>	<b>Reg. No. / Date</b>
doodad Printing, LLC <sup>1</sup>	DOODAD	78487274 / September 21, 2004	3,149,692 / September 26, 2006
doodad Printing, LLC <sup>1</sup>	DOOD ADS	77052152 / November 28, 2006	3,655,141 / July 14, 2009
doodad Printing, LLC <sup>1</sup>	DOODAD	701205 / September 2, 2005	940330 / June 28, 2006

**2. UNREGISTERED TRADEMARKS, SERVICE MARKS AND TRADE NAMES OF DOODAD PRINTING, LLC**



- 1.
2. You can lean on us
3. Doodad Lancaster
4. Doodad Printing Co.

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<sup>1</sup> Upon consummation of the transactions contemplated by the Acquisition Agreements.