

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356795

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FASTSIGNS INTERNATIONAL, INC.		09/30/2015	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	MADISON CAPITAL FUNDING LLC, AS AGENT		
Street Address:	30 SOUTH WACKER DRIVE, SUITE 3700		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2897178	FASTSIGNS	
Registration Number:	4366150	BRAND IMAGING GROUP	
Registration Number:	4608672	BRAND IMAGING GROUP POWERED BY FASTSIGNS	
Registration Number:	2815749	FASTPROMO WEARABLES & PROMOTIONAL ITEMS.	
Registration Number:	4536076	FASTSIGNS	
Registration Number:	2831455	FASTSIGNS	
Registration Number:	2902767	FASTSIGNS THE ONE DAY SIGN & LETTERING E	
Registration Number:	2377803	FOR A QUALITY SIGN THAT'S RIGHT. ON TIME	
Registration Number:	2775358	FROM CONCEPT TO COMPLETION	
Registration Number:	4283896	MORE THAN FAST. MORE THAN SIGNS.	
Registration Number:	2028713	QUALITY DISPLAYS. IN JUST DAYS.	
Registration Number:	2231429	QUALITY SIGNS. DONE RIGHT. ON TIME.	
Registration Number:	3967393	REALIZE YOUR FULL POTENTIAL	
Registration Number:	2290834	SIGN & GRAPHIC SOLUTIONS MADE SIMPLE	
Registration Number:	2543943	WWW.FASTSIGNS.COM	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312.577.8574
Email: humberto.aquino@kattenlaw.com
Correspondent Name: Humberto Aquino c/o Katten Muchin
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	214338-215
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	09/30/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this September 30, 2015, by and among the Grantor listed on the signature pages hereof ("Grantor"), and MADISON CAPITAL FUNDING LLC, as administrative agent for the Secured Creditors (in such capacity, together with its successors and assigns, the "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 30, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Fastsigns Holding Corporation, a Georgia corporation (the "Parent"), Saldon Holdings, Inc., a Delaware corporation (the "Company"), the Grantor, as a Guarantor, the other Guarantors from time to time party thereto (and together with the Parent, the Company and the Grantor, collectively, the "Loan Parties"), the Agent and the Lenders from time to time party thereto (the "Lenders"), the Lenders are willing to extend credit and make certain other financial accommodations available to the Borrower pursuant to the terms and conditions thereof, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Agent, for the benefit of the Secured Creditors, that certain Security Agreement, dated as of September 30, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Agent, for the benefit of the Secured Creditors, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, collaterally assigns and pledges to the Agent, for the benefit of the Secured Creditors, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether now owned or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and rights in and to exclusive Intellectual Property Licenses with respect to Trademarks to which it is a party including those Trademarks referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License, (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

provided that, notwithstanding anything to the contrary in this Trademark Security Agreement, the Trademark Collateral shall exclude any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, 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 Secured Obligations and would be owed by Grantor to the Agent or the other Secured Creditors, but for the fact that they are unenforceable or not allowable due to the existence of a proceeding under Bankruptcy Laws involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Creditors with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to the Agent as required by the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes the Agent to unilaterally amend Schedule I to include future United States registered trademarks or trademark applications of Grantor. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect, invalidate or detract from the Agent'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 and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall together constitute but one and the same Trademark Security Agreement.

Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement


[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.

GRANTOR:

FASTSIGNS INTERNATIONAL, INC.,
a Texas corporation

By: _____


Name: Catherine Monson

Title: Chief Executive Officer and President

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC

By:  _____

Name: Junaid Sozer

Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

US Federal Trademarks owned by FASTSIGNS International, Inc.

Trademark	Country/State	Reg. Date	Reg. No.	Status
FASTSIGNS	United States of America	10/26/2004	2,897,178	Registered
BRAND IMAGING GROUP	United States of America	7/9/2013	4,366,150	Registered
BRAND IMAGING GROUP POWERED BY FASTSIGNS	United States of America	9/23/2014	4,608,672	Registered
FASTPROMO W EARABLES & PROMOTIONAL ITEMS.	United States of America	2/17/2004	2,815,749	Registered
FASTSIGNS (red & blue stylized)	United States of America	5/27/2014	4,536,076	Registered
FASTSIGNS (stylized)	United States of America	4/13/2004	2,831,455	Registered
FASTSIGNS THE ONE DAY SIGN & LETTERING EXPERTS	United States of America	11/16/2004	2,902,767	Registered
FOR A QUALITY SIGN THAT'S RIGHT. ON TIME.	United States of America	8/15/2000	2,377,803	Registered
FROM CONCEPT TO COMPLETION	United States of America	10/21/2003	2,775,358	Registered
MORE THAN FAST. MORE THAN SIGNS.	United States of America	1/29/2013	4,283,896	Registered
QUALITY DISPLAYS. IN JUST DAYS.	United States of America	1/7/1997	2,028,713	Registered
QUALITY SIGNS. DONE RIGHT. ON TIME.	United States of America	3/16/1999	2,231,429	Registered
REALIZE YOUR FULL POTENTIAL	United States of America	5/24/2011	3,967,393	Registered
SIGN & GRAPHIC SOLUTIONS MADE SIMPLE	United States of America	11/9/1999	2,290,834	Registered
WWW.FASTSIGNS.COM	United States of America	3/5/2002	2,543,943	Registered