

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358330

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ICSH Holdings, LLC		10/09/2015	LIMITED LIABILITY COMPANY: DELAWARE
House Leopard Productions, Inc., a New York corporation		10/09/2015	CORPORATION: NEW YORK
ICB Merger Sub, Inc., a Delaware corporation		10/09/2015	CORPORATION: DELAWARE
ICSH Merger Sub, Inc., a Delaware corporation		10/09/2015	CORPORATION: DELAWARE
Industrial Color Brands, Inc., a Delaware corporation		10/09/2015	CORPORATION: DELAWARE
Industrial Color Productions, Inc., a Delaware corporation		10/09/2015	CORPORATION: DELAWARE
Industrial Color Software Holdings, Inc., a Delaware corporation		10/09/2015	CORPORATION: DELAWARE
Industrial Color Software, Inc., a Delaware corporation		10/09/2015	CORPORATION: DELAWARE
Industrial Color, Inc., a New York corporation		10/09/2015	CORPORATION: NEW YORK
Millennium Management Inc., a New York corporation		10/09/2015	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Peapack-Gladstone Bank
Street Address:	500 Short Hills Drive, Suite 300, P.O. Box 700
City:	Bedminster
State/Country:	NEW JERSEY
Postal Code:	07921
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3180043	IMPACT DIGITAL
Registration Number:	3854403	FILESOCIETY
Serial Number:	77334587	GEDI GLOBALEDIT DESKTOP INTEGRATOR

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3197759	GLOBAL EDIT
Serial Number:	86076185	GLOBALEDIT
Registration Number:	3764529	IC LAB MASTERPRINT
Registration Number:	3764530	IC LAB MASTERPRINT
Registration Number:	3571999	GLOBALVAULT
Registration Number:	3207715	INDUSTRIAL COLOR
Registration Number:	3207716	INDUSTRIAL COLOR

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Susan O'Brien

Address Line 1: 187 Wolf Road, Suite 101

Address Line 2: CT Lien Solutions

Address Line 4: Albany, NEW YORK 12205

NAME OF SUBMITTER:	Susan O'Brien
SIGNATURE:	/Michael Barys/
DATE SIGNED:	10/12/2015

Total Attachments: 12

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RECORDATION FORM COVER SHEET
TRADEMARKS 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)/Execution Date(s):

ICSH Holdings, LLC

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: Delaware

Execution Date(s) October 9, 2015

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

Yes

No

Name: Peapack-Gladstone Bank

Internal Address:

Street Address: 500 Short Hills Drive, Suite 300, P.O. Box 700

City: Bedminster

State: NJ

Country: USA

Zip: 07921

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other LLC Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s) See Attached Schedule 2

B. Trademark Registration No. (s) See Attached Schedule 2

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

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

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

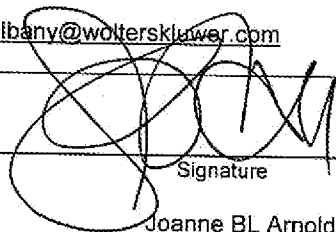
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number
Authorized User Name:

9. Signature:



Signature

Joanne Bl. Arnold
Name of Person Signing

October 12, 2015
Date

Total number of pages including cover sheet, attachments, and document: 12

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Additional names of conveying parties:

House Leopard Productions, Inc., a New York corporation
ICB Merger Sub, Inc., a Delaware corporation
ICSH Merger Sub, Inc., a Delaware corporation
Industrial Color Brands, Inc., a Delaware corporation
Industrial Color Productions, Inc., a Delaware corporation
Industrial Color Software Holdings, Inc., a Delaware corporation
Industrial Color Software, Inc., a Delaware corporation
Industrial Color, Inc., a New York corporation
Millennium Management Inc., a New York corporation

TRADEMARK

REEL: 005643 FRAME: 0203

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“*IP Security Agreement*”), dated as of October 9, 2015, is made by and among ICSH HOLDINGS, LLC, a Delaware limited liability company (“*Holdings*”), and the Subsidiaries of Holdings listed on the signature pages hereto (together with Holdings, the “*Grantors*”) in favor of PEAPACK-GLADSTONE BANK (the “*Secured Party*” or the “*Lender*”).

WHEREAS, Holdings and certain of the Grantors have entered into a Loan Agreement, dated as of October 9, 2015 (the “*Loan Agreement*”), with the Lender;

WHEREAS, as a condition precedent to the making of loans and issuance of letters of credit by the Lender under the Loan Agreement, each Grantor has executed and delivered to the Secured Party that certain Security Agreement, dated as of October 9, 2015, made by and among the Grantors and the Secured Party (the “*Security Agreement*”); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Secured Party as follows:

1. **Grant of Security.** Each Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (the “*IP Collateral*”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “*Patents*”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the “*Trademarks*”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to each Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “*Copyrights*”);

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. **Loan Documents.** This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. **Successors and Assigns.** This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

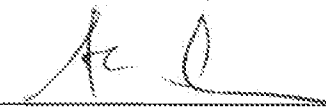
ICB MERGER SUB, INC.

By: 

Name: Adam Cohn

Title: President

ICSH MERGER SUB, INC.

By: 

Name: Adam Cohn

Title: President

INDUSTRIAL COLOR BRANDS, INC.

By: _____

Name: Steven Kalalian

Title: Chief Executive Officer

INDUSTRIAL COLOR PRODUCTIONS, INC.

By: _____

Name: Steven Kalalian

Title: Chief Executive Officer

HOUSE LEOPARD PRODUCTIONS, INC.

By: _____

Name: Steven Kalalian

Title: Chief Executive Officer

IP Security Agreement

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ICB MERGER SUB, INC.

By: _____

Name: Adam Cohn

Title: President


ICSH MERGER SUB, INC.

By: _____

Name: Adam Cohn

Title: President

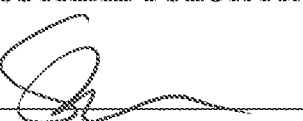
INDUSTRIAL COLOR BRANDS, INC.

By:  _____

Name: Steven Kalalian

Title: Chief Executive Officer


INDUSTRIAL COLOR PRODUCTIONS, INC.

By:  _____

Name: Steven Kalalian

Title: Chief Executive Officer

HOUSE LEOPARD PRODUCTIONS, INC.


By:  _____

Name: Steven Kalalian

Title: Chief Executive Officer

IP Security Agreement


MILLENNIUM MANAGEMENT, INC.

By:  _____

Name: Steven Kalalian

Title: Chief Executive Officer

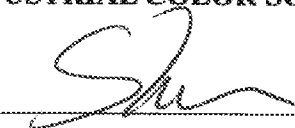
**INDUSTRIAL COLOR SOFTWARE HOLDINGS,
INC.**

By:  _____

Name: Steven Kalalian

Title: Chief Executive Officer

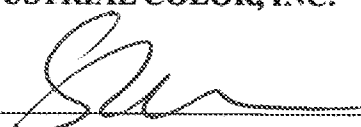
INDUSTRIAL COLOR SOFTWARE, INC.

By:  _____

Name: Steven Kalalian

Title: Chief Executive Officer

INDUSTRIAL COLOR, INC.

By:  _____

Name: Steven Kalalian

Title: Chief Executive Officer

ICSH HOLDINGS, LLC

By: _____

Name: Adam Cohn

Title: President

IP Security Agreement

MILLENNIUM MANAGEMENT, INC.

By: _____

Name: Steven Kalalian

Title: Chief Executive Officer

**INDUSTRIAL COLOR SOFTWARE HOLDINGS,
INC.**

By: _____

Name: Steven Kalalian

Title: Chief Executive Officer

INDUSTRIAL COLOR SOFTWARE, INC.

By: _____

Name: Steven Kalalian

Title: Chief Executive Officer

INDUSTRIAL COLOR, INC.

By: _____

Name: Steven Kalalian

Title: Chief Executive Officer

ICSH HOLDINGS, LLC

By:  _____

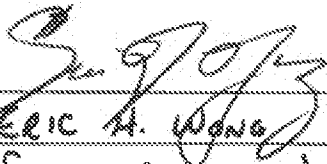
Name: Adam Cohn

Title: President

IP Security Agreement

Agreed to and accepted:

PEAPACK-GLADSTONE BANK

By: 
Name: ERIC H. WONG
Title: SENIOR MANAGING DIRECTOR

IP Security Agreement

TRADEMARK
REEL: 005643 FRAME: 0210

**SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS**

OWNER	APPLICATION / PATENT	SERIAL NUMBER / REGISTRATION NUMBER	ISSUE OR FILING DATE
Industrial Color, Inc.	Digital file management system with unstructured job upload	8190659	6/29/2012
Industrial Color, Inc.	Contact sheet generator	8156447	4/10/2012

IP Security Agreement

**TRADEMARK
REEL: 005643 FRAME: 0211**

**SCHEDULE 2 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS**

Owner	APPLICATION / TRADEMARK	Serial Number / Registration Number	Filing Date / Registration Date
Millennium Management, Inc.	IMPACT DIGITAL	3180043	12/5/2006
Industrial Color, Inc.	FILESOCIETY	3854403	9/2/2010
Industrial Color, Inc.	GEDI GLOBAL EDIT DESKTOP INTEGRATOR (APPLICATION)	77334587	11/20/2007
Industrial Color, Inc.	GLOBALEDIT	3197759	1/9/2007
Industrial Color, Inc.	GLOBALEDIT	86076185	9/26/2013
Industrial Color Productions, Inc.	IC LAB MASTERPRINT	3764529	3/23/2010
Industrial Color Productions, Inc.	IC LAB MASTERPRINT	3764530	3/23/2010
Industrial Color Productions, Inc.	GLOBAL VAULT	3571999	2/10/2009
Industrial Color Productions, Inc.	INDUSTRIAL COLOR	3207715	2/13/2007
Industrial Color Productions, Inc.	INDUSTRIAL COLOR	3207716	2/13/2007

IP Security Agreement

**TRADEMARK
REEL: 005643 FRAME: 0212**

**SCHEDULE 3 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
COPYRIGHT REGISTRATIONS AND APPLICATIONS**

Claimant	FR Matter No.	Title	Registration No.	Reg. Date
Industrial Color, Inc.	17563-0025001	GLOBAL EDIT	TXu 1-585-753	09/04/2008
Industrial Color, Inc.	17563-0026001	FILESOCIETY	TX 7-375-958	04/01/2009
Industrial Color, Inc.	17563-0028001	GLOBALedit (App for iPad) (Copyright)	TX 7-584-214	08/14/2012
Industrial Color, Inc	17563-0027001	GLOBALedit (Web App) (Copyright)	TX 7-584-218	08/14/2012

IP Security Agreement