

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390115

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advanced Duplication Services, LLC d/b/a The ADS Group		06/23/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Convergent Capital Partners III, L.P.		
Street Address:	505 North Highway 169, Suite 245		
Internal Address:	Attention: John Mason		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55441		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4921551	STUDIO 120	
Registration Number:	3271171	COPYCATS	
Registration Number:	3267539	CC	
Registration Number:	3267538	COPYCATS	
Registration Number:	2538711	DVD TRANSFER.COM	
CORRESPONDENCE DATA			
Fax Number:	6123351657		
<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>			
Phone:	6123351799		
Email:	trademark.mpl@stinson.com		
Correspondent Name:	Cindi Maust, Stinson Leonard Street LLP		
Address Line 1:	150 South 5th Street, Suite 2300		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	3003530-0003		
NAME OF SUBMITTER:	Cindi Maust		
SIGNATURE:	/Cindi Maust/		

CH \$140.00 4921551

DATE SIGNED:	07/01/2016
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Total Attachments: 8

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TRADEMARK COLLATERAL, ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement") is made as of June 23, 2016, by and between **ADVANCED DUPLICATION SERVICES, LLC D/B/A THE ADS GROUP**, a Delaware limited liability company ("Assignor"), and **CONVERGENT CAPITAL PARTNERS III, L.P.**, a Delaware limited partnership ("Lender").

WHEREAS, the Assignor has requested a loan from the Lender pursuant to the terms of the Senior Subordinated Promissory Note (the "Note") and Securities Purchase Agreement (the "Purchase Agreement") dated of the date hereof by the Assignor and the Lender. The Purchase Agreement, the Note and the other Loan Documents (as defined in the Purchase Agreement), as each may be amended, modified, supplemented, increased or restated from time to time, are sometimes referred to herein as the "Loan Agreements;" and

WHEREAS, pursuant to the Loan Agreements, Assignor has certain "Obligations," meaning all of the indebtedness, obligations and liabilities of the Assignor to the Lender, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising under or in respect of the Note, the Purchase Agreement and the other Loan Agreements (excluding, however, the obligations under the Warrant); and

WHEREAS, in order to induce Lender to execute and deliver the Purchase Agreement, Assignor has agreed to grant to Lender a security interest in, and collaterally assign to Lender, certain trademark rights, upon the terms and conditions set forth herein, to secure Assignor's performance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees with Lender as follows:

1. Capitalized Terms. Capitalized terms used and not defined herein shall have the meaning given to them in the Purchase Agreement.

2. Grant of Security Interest. To secure the complete and timely satisfaction of the Obligations of Assignor to Lender, Assignor hereby grants to Lender a continuing security interest in all of its right, title and interest in and to the trademark(s), trade name(s) and servicemark(s) listed on Schedule A attached hereto as the same may be amended pursuant hereto from time to time (collectively, the "Trademark"), including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing, collectively, the "Trademark Rights"), and the goodwill of the businesses to which the Trademark relates (collectively, "Associated Goodwill" and together with the Trademark and the Trademark Rights, the "Trademark Collateral").

3. Representations, Warranties and Covenants of Assignor. Assignor represents, covenants and warrants to Lender that:

(a) The registrations of the Trademark are subsisting and have not been adjudged invalid or unenforceable;

(b) The Trademark is valid and enforceable;

(c) No claim has been made that the use of the Trademark does or may violate the rights of any third person;

(d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark, free and clear of any liens, charges and encumbrances (other than Permitted Liens), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons; and

(e) Assignor has the unqualified right to enter into this Agreement and to perform its terms.

4. Inspection Rights. Assignor hereby grants to Lender and its employees, agents and designees the right to visit, upon reasonable notice and at reasonable times and intervals during normal business hours, Assignor's plants and facilities which manufacture, distribute or store products sold under the Trademark, and to inspect the products relating thereto.

5. Further Assurances. Assignor agrees that, until all of the Obligations shall have been satisfied in full, Assignor shall not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent. Assignor further agrees that at any time and from time to time, at the expense of Assignor, Assignor shall promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or reasonably desirable, or that Lender may reasonably request, in order to perfect and protect the security interest and collateral assignment granted or purported to be granted hereby or to enable Lender to exercise its rights and remedies hereunder, subject to the Subordination Agreement and the rights of the Bank thereunder.

6. Additional Trademarks. If, prior to such time as the Obligations shall have been satisfied in full, Assignor shall obtain rights to any registrations of any new trademark(s), trade name(s) or servicemark(s) or application(s) therefor, the provisions of paragraph 2 shall automatically apply thereto and Assignor shall give Lender prompt written notice thereof.

7. Modification by Lender. Assignor authorizes Lender to modify this Agreement by amending Schedule A to include any future registrations of any trademark(s), trade name(s) or servicemark(s), or future application(s) therefor, covered by paragraphs 2 and 6 hereof, without the signature of Assignor to the extent permitted by applicable law.

8. Grant of License to Lender. Assignor hereby presently grants to Lender a license to use the Trademark in connection with the Collateral, upon and after the foreclosure upon, sale or other transfer of all or any part of the Collateral by or to Lender pursuant to the Purchase Agreement and/or this Agreement. The license granted in this paragraph 8 may be transferred by Lender, without Assignor's consent, to any successor of Lender, any assignee of Lender, and/or any purchaser or other transferee of any or all of the Collateral. This license may not be revoked until all of the Obligations have been satisfied in full.

9. Rights of Assignor. So long as no Default occurs and remains uncured, Assignor shall have the exclusive right to use and manage the Trademark. Except as permitted by the Purchase Agreement, Assignor agrees not to sell or assign its interest in the Trademark or the other Trademark Collateral, without the prior written consent of Lender.

10. Default. If any Default shall have occurred, Lender shall have, in addition to all other rights and remedies given it by this Agreement, those rights and remedies provided Lender in the Purchase Agreement and those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademark Collateral may be located, subject to the Subordination Agreement and the rights of the Bank thereunder.

11. Termination of Agreement. At such time as all of the Obligations shall have been satisfied in full, this Agreement shall terminate and Lender shall execute and deliver to Assignor, at Assignor's expense, and without recourse, representation or warranty, all releases, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademark Collateral, subject to any disposition thereof which may have been made by Lender pursuant hereto.

12. Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademark Collateral pursuant to the terms of this Agreement, or in defending or prosecuting any actions or proceedings, pursuant to the terms of this Agreement, arising out of the Trademark Collateral, shall, to the extent permitted by applicable law, be borne and paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest interest rate then applicable under the Purchase Agreement.

13. Preservation of Trademark Rights. Assignor shall have the duty to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Trademark to the extent reasonably advisable in its business. Any expenses incurred in connection with the foregoing shall be borne by Assignor. Assignor shall not abandon any Trademark that is material to Assignor's or its Affiliate's business without the prior written consent of Lender. To the extent reasonably advisable in its business, Assignor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademark, in which event Lender may, if necessary, be joined as a nominal party to such suit so long as Lender is satisfied, in its sole determination, that such joinder is not reasonably likely to subject it to any risk of liability. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in the fulfillment of any provision of this paragraph 13.

14. Lender Appointed Attorney-In-Fact. Assignor hereby authorizes and empowers Lender, upon and after the occurrence of a Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademark or the other Trademark Collateral, or to grant or issue any exclusive or non-exclusive license under the Trademark Collateral to Lender or anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to anyone else, subject to the Subordination Agreement and the Bank's rights thereunder. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

15. Lender May Act. If Assignor fails to comply with any of its obligations hereunder, and such failure continues for a period of ten (10) calendar days after Lender gives Assignor written notice

thereof, Lender may do so in Assignor's name or in Lender's name to the extent permitted by applicable law and subject to the Subordination Agreement and the Bank's rights thereunder, but at Assignor's expense, and Assignor hereby agrees to reimburse Lender in full for all reasonable expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in taking any actions reasonably necessary to protect, defend or maintain the Trademark Collateral or any part thereof.

16. No Waiver. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, under the Purchase Agreement or under applicable law shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. Rights Cumulative. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Purchase Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

18. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 7.

20. Inurement. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties; provided, however, that the foregoing provision shall not invalidate or otherwise modify the restrictions imposed on Assignor hereunder with respect to transferring any part of or interest in the Trademark Collateral.

21. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the internal laws of the State of Minnesota.

22. Headings. The headings contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

23. Counterparts; Delivery. This Agreement may be executed in one or more counterparts and may be delivered in the original, by facsimile or electronically, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

24. Jury Trial. ASSIGNOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY (WHICH LENDER ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT.

25. Jurisdiction. ASSIGNOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE COURT LOCATED WITHIN HENNEPIN COUNTY, MINNESOTA OR FEDERAL COURT IN THE DISTRICT OF MINNESOTA, AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY CERTIFIED OR REGISTERED MAIL DIRECTED TO ASSIGNOR AT ITS ADDRESS SET FORTH

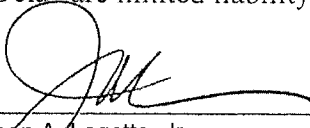
HEREIN AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT THEREOF. ASSIGNOR WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED AGAINST IT AS PROVIDED HEREIN AND AGREES NOT TO ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ASSIGNOR:

**ADVANCED DUPLICATION SERVICES,
LLC**, a Delaware limited liability company

By: 
Name: Jean A. Lagotte, Jr.
Title: Executive Chairman

LENDER:

**CONVERGENT CAPITAL PARTNERS III,
L.P.**, a Delaware limited partnership

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.


ASSIGNOR:

**ADVANCED DUPLICATION SERVICES,
LLC**, a Delaware limited liability company

By: _____
Name: _____
Title: _____

LENDER:

**CONVERGENT CAPITAL PARTNERS III,
L.P.**, a Delaware limited partnership

By: 
Name: John Masco
Title: Manager

SCHEDULE A

TRADEMARK	COUNTRY	REG. DATE/FILING DATE	REGISTRATION NO.	STATUS
STUDIO 120 (Stylized)	USA	March 22, 2016	4,921,551	Registered
COPYCATS	USA	July 31, 2007	3,271,171	Registered
CC and Design	USA	July 24, 2007	3,267,539	Registered
COPYCATS (Stylized)	USA	July 24, 2007	3,267,538	Registered
DVDTRANSFER.COM (Stylized)	USA	February 12, 2002	2,538,711	Registered

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RECORDED: 07/01/2016

**TRADEMARK
REEL: 005827 FRAME: 0509**