

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404077

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Circle Graphics, Inc.		11/01/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Administrative Agent		
Street Address:	950 17th Street, 8th Floor		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3545305	ECO-POSTER	
Registration Number:	4931037	ECO FLEXX	
Registration Number:	4675782	EAZL	
Registration Number:	4976454	GREATBIGCANVAS	
Registration Number:	2920513	CANVAS ON DEMAND	
Serial Number:	86784093	CANVAS ON DEMAND	
Registration Number:	3337231	IMAGEKIND	
Serial Number:	87075666	IMAGEKIND	
Registration Number:	3630691	PHOTOSPLITS	
Registration Number:	3563414	STORY FRAMES	
Serial Number:	86828027	COLORING CANVAS	
CORRESPONDENCE DATA			
Fax Number:	3038931379		
<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:	303-892-7250		
Email:	sandra.wainer@dgsllaw.com		
Correspondent Name:	Sandra L. Wainer		
Address Line 1:	1550 17th Street, Suite 500		
Address Line 4:	Denver, COLORADO 80202		

CH \$290.00 3545305

NAME OF SUBMITTER:	Sandra L. Wainer
SIGNATURE:	/s/ Sandra L. Wainer
DATE SIGNED:	11/01/2016
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2016, is made by Circle Graphics, Inc., a Delaware corporation (the "Grantor"), in favor of U.S. Bank National Association, a national banking association, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrowers, the Lenders from time to time party thereto and the Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to a Security Agreement in favor of Agent dated as of the date hereof pursuant to which, and pursuant to the Credit Agreement, 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 Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement, or if not defined therein, as defined in the Credit 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 (as defined in the Credit Agreement), hereby mortgages, pledges and hypothecates to Agent for the benefit of the Agent, and grants to Agent for the benefit of the Agent a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks providing for the grant by or to such Grantors of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (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. Recordation. Grantor authorizes the Commissioner for Patents and any other government officials to record and register this Trademark Security Agreement upon request by the Agent.

Section 4. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent 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.

Section 5. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, 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 intellectual property agreements subject to a security interest hereunder.

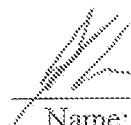
Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

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 without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the 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.

CIRCLE GRAPHICS, INC.
as Grantor

By: 
Name: *Andrew Cassin*
Title: *President*

ACCEPTED AND AGREED
as of the date first above written:

U.S. BANK NATIONAL ASSOCIATION,
as Agent

By: _____
Name:
Title:

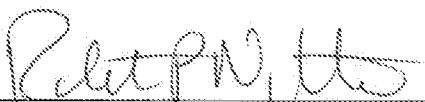
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CIRCLE GRAPHICS, INC.
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

U.S. BANK NATIONAL ASSOCIATION,
as Agent

By: 
Name: Robert Naughton
Title: Assistant Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Country	Owner	Mark	Registration/ (Application) Number
United States	Circle Graphics, Inc.	ECO-POSTER	3,545,305
United States	Circle Graphics, Inc.	ECO FLEXX	4,931,037
United States	Circle Graphics, Inc.	EAZL	4,675,782
Canada	Circle Graphics, Inc.	EAZL	(1619708)
Europe	Circle Graphics, Inc.	EAZL	011687779
Europe	Circle Graphics, Inc.	EAZL.COM	011686136
United States	Circle Graphics, Inc.	GREATBIGCANVAS	4,976,454
Australia	Circle Graphics, Inc.	GREATBIGCANVAS	(1,733,556)
Canada	Circle Graphics, Inc.	GREATBIGCANVAS	(1,754,527)
Europe	Circle Graphics, Inc.	GREATBIGCANVAS	(014780258)
United States	Circle Graphics, Inc.	CANVAS ON DEMAND	2,920,513
United States	Circle Graphics, Inc.	CANVAS ON DEMAND	(86/784,093)
Canada	Circle Graphics, Inc.	CANVAS ON DEMAND	(1,776,682)
United States	Circle Graphics, Inc.	IMAGEKIND	3,337,231
United States	Circle Graphics, Inc.	IMAGEKIND	(87/075,666)
United States	Circle Graphics, Inc.	PhotoSplits	3,630,691
United States	Circle Graphics, Inc.	STORY FRAMES	3,563,414
United States	Circle Graphics, Inc.	COLORING CANVAS	(86/828,027)
Canada	Circle Graphics, Inc.	IMAGEKIND	TMA913667