

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448549

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Designworks Ink, LLC		10/19/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Pinnacle Bank		
Street Address:	150 Third Avenue South		
Internal Address:	Suite 800		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37201		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5289015	STANDARD ISSUE SUPPLIES DESIGNWORKS INKE	
Registration Number:	5257750	DESIGNWORKS INK	
Serial Number:	87146978	THINK INK	
Serial Number:	87146967	STANDARD ISSUE SUPPLIES DESIGNWORKS INKE	
CORRESPONDENCE DATA			
Fax Number:	6152442778		
<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:	615-496-8662		
Email:	dgray@teqlawfirm.com		
Correspondent Name:	David B. Gray		
Address Line 1:	315 Deaderick Street, Suite 1700		
Address Line 4:	Nashville, TENNESSEE 37238		
NAME OF SUBMITTER:	David Gray		
SIGNATURE:	/david gray/		
DATE SIGNED:	10/25/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 19, 2017, is made by DESIGNWORKS INK, LLC, a Delaware limited liability company (the "Grantor"), in favor of PINNACLE BANK (the "Lender").

Recitals:

The Grantor has entered into a Loan and Security Agreement dated the same date as this Agreement (as amended from time to time, the "Loan Agreement") with the Lender. Under the terms of the Loan Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

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

1. Grant of Security.

Trademarks. Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(a) the trademarks and trademark applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "Trademarks");

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

(c) 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

(d) 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, 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. Grantor authorizes the Commissioner for Patents and any other government officials to record and register this Agreement upon request by the Lender.

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

4. Execution in Counterparts. This 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This 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 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 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 Tennessee without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT

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

DESIGNWORKS INK, LLC, a
Delaware limited liability company

By: Designworks Investments,
LLC, Sole Member

By: 

S. Joseph Moore,
Chief Executive
Officer

AGREED TO AND ACCEPTED:

PINNACLE BANK

By:  SUP

Todd Carter

Title: Senior Vice President

SCHEDULE 1

Registered Intellectual Property

Trademark	Jurisdiction	Serial No. /Registration No.	Applicant/Owner	Goods
Standard Issue Supplies & Design	United States	REG No 5,289,015	Designworks Investments, LLC	Journals
Designworks Ink & Design	United States	Registration 5,257,750	Designworks Investments, LLC	Mouse pads, cell phone cases protective covers and cases for tablet computers, decorative magnets in Class 9; desktop planners, address books, tablet computer cases, stationery, namely, note pads, file folders, pens, pencils, paper clips, erasers, desk sets, desk pads, desk calendars, desk baskets for desk accessories in Class 16; document cases, tote bags, drawstring pouches, leather key chains in Class 18; and mugs, coasters, not of paper and other than table linen in Class 21
Think Ink	United States	Serial 87146978	Designworks Investments, LLC	Mouse pads, cell phone cases protective covers and cases for tablet computers, decorative magnets in Class 9; desktop planners, address books, tablet computer cases, stationery, namely, note pads, file folders, pens, pencils, paper clips, erasers, desk sets, desk pads, desk calendars, desk baskets for desk accessories in Class 16; document cases, tote bags, drawstring pouches, leather key chains in Class 18; and mugs, coasters, not of paper and other than table linen in Class 21
Think Ink & Design	United States	Serial 87146967	Designworks Investments, LLC	Mouse pads, cell phone cases protective covers and cases for tablet computers, decorative magnets in Class 9; desktop planners, address books, tablet computer cases, stationery, namely, note pads, file folders, pens, pencils, paper clips, erasers, desk sets, desk pads, desk calendars, desk baskets for desk accessories in Class 16; document cases, tote bags, drawstring pouches, leather key chains in Class 18; and mugs, coasters, not of paper and other than table linen in Class 21

Standard Issue Supplies & Design	United States	Serial 87146967	Designworks Investments, LLC	Mouse pads, cell phone cases, protective covers and cases for tablet computers, decorative magnets in Class 9; desktop planners, address books, tablet computer cases, stationery, namely, note pads, file folders, pens, pencils, paper clips, erasers, desk sets, desk pads, desk calendars, desk baskets for desk accessories in Class 16; document cases, tote bags, drawstring pouches, leather key chains in Class 18; and mugs, coasters, not of paper and other than table linen in Class 21
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