

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM450356

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PRINT SYNDICATE, INC.		10/30/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PACIFIC WESTERN BANK		
<b>Street Address:</b>	406 BLACKWELL STREET		
<b>Internal Address:</b>	SUITE 240		
<b>City:</b>	DURHAM		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27701		
<b>Entity Type:</b>	STATE CHARTERED BANK: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4976386		
<b>Registration Number:</b>	4873940	H	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9193541278		
<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>			
<b>Phone:</b>	919-314-3086		
<b>Email:</b>	diligencereview@square1bank.com		
<b>Correspondent Name:</b>	PACIFIC WESTERN BANK		
<b>Address Line 1:</b>	406 BLACKWELL STREET		
<b>Address Line 2:</b>	SUITE 240		
<b>Address Line 4:</b>	DURHAM, NORTH CAROLINA 27701		
<b>NAME OF SUBMITTER:</b>	NICHOLAS NANCE		
<b>SIGNATURE:</b>	/NICHOLASNANCE/CCD		
<b>DATE SIGNED:</b>	11/09/2017		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 30 2017 by and between PACIFIC WESTERN BANK ("*Bank*") and PRINT SYNDICATE, INC. ("*Grantor*").

### RECITALS

A. Bank has made certain advances of money and extended certain financial accommodation to Grantor (the "*Loans*") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of November 4, 2015 (as the same may be amended, modified or supplemented from time to time, the "*Loan Agreement*"; capitalized terms used herein are used as defined in the Loan Agreement).

B. As a condition to amending the Loan Agreement, Bank has requested, and Grantor shall grant to Bank, a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

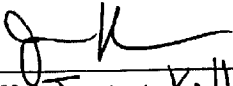
Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantor:

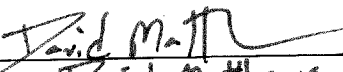
PRINT SYNDICATE, INC.

By   
Name James Kelly  
Title CEO

Address of Grantor:  
1275 Kinnear Rd.  
~~107 South High Street, Suite 200~~  
Columbus, Ohio ~~43215~~  
43212

Bank:

PACIFIC WESTERN BANK

By   
Name David Matthews  
Title VP

Address of Bank:

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

*[Signature Page—Intellectual Property Security Agreement]*

**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
Cat Hair Is Lonely People Glitter Design.	VA0001944580	02/26/15
Circle Of Life Design.	VA0001944795	03/02/15
Doge Wow Design.	VA0001943922	02/25/15
I Have Obsessive Christmas Disorder Design.	VA0001944791	03/02/15
I Only Date Beasts Design.	VA0001944787	03/02/15
I Run Slower Than A Herd Of Turtles Design.	VA0001944792	03/02/15
I Was Up Fighting Evil By Moonlight Design.	VA0001944578	02/26/15
I'm Not Always Design.	VA0001944786	03/02/15
Lets Get Cray Design.	VA0001944788	03/02/15
Magic Girl Squad Design.	VA0001944796	03/02/15
Namaste Yoga Design.	VA0001944797	03/02/15
Pluto Never Forget Design.	VA0001944598	03/02/15
Pro Choice Pro Feminism Pro Cats Design.	VA0001944589	02/27/15
Sailor Moon Blanket Design.	VA0001944582	02/27/15
Show Me Your Kitties Design.	VA0001943976	02/26/15
Shut The Cupcakes Design.	VA0001944586	02/27/15
Sloth Running Team Design.	VA0001943980	02/26/15
Small You Are Lift You Must Design.	VA0001944592	02/27/15
To Quote Hamlet Design.	VA0001944591	02/27/15
Today Is Leg Day Squat Design.	VA0001944576	02/26/15
Valar Morghulis Yes All Men Design.	VA0001944794	03/02/15
Where My Santa At Design.	VA0001944789	03/02/15
Working Off My Adipose Design.	VA0001944584	02/27/15

**EXHIBIT B**

**PATENTS**


<b>Description</b>	<b>Registration OR Serial Number</b>	<b>Registration OR Filing Date</b>
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None.

**TRADEMARK**

**REEL: 006200 FRAME: 0830**

EXHIBIT C  
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
	4976386	06/14/16
H	4873940	12/22/15

TRADEMARK