

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460494

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GFX INTERNATIONAL, LLC		02/01/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA		
Street Address:	200 Bay Street		
Internal Address:	South Tower, 12th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2W7		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2106336	LPG INTERNATIONAL	
Registration Number:	2319050	LPG INTERNATIONAL	
Registration Number:	3836121	GFX SYMPHONY	
Registration Number:	4986433	GFX	
Registration Number:	4986434	GFX INTERNATIONAL	
Registration Number:	4986435	GFX INTERNATIONAL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212.318.6532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	F175246 second lien		
NAME OF SUBMITTER:	ALANA GRAMER		

OP \$165.00 2106336

SIGNATURE:	/ALANA GRAMER/
DATE SIGNED:	02/01/2018
Total Attachments: 5 source=Imagine - Executed - Notice of Grant of Security Interest in Trademarks Second Lien#page1.tif source=Imagine - Executed - Notice of Grant of Security Interest in Trademarks Second Lien#page2.tif source=Imagine - Executed - Notice of Grant of Security Interest in Trademarks Second Lien#page3.tif source=Imagine - Executed - Notice of Grant of Security Interest in Trademarks Second Lien#page4.tif source=Imagine - Executed - Notice of Grant of Security Interest in Trademarks Second Lien#page5.tif	

Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of February 1, 2018 (this "Agreement"), made by GFX INTERNATIONAL, LLC, a Delaware limited liability company (the "Pledgor"), in favor of ROYAL BANK OF CANADA, as Collateral Agent (as defined below).

Reference is made to the Security Agreement (Second Lien), dated as of June 21, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Imagine! Print Solutions, LLC, a Delaware limited liability company (the "Borrower"), each subsidiary of the Borrower from time to time party thereto, Imagine! Intermediate Holdco, LLC, a Delaware limited liability company, and Royal Bank of Canada, as collateral agent for the Secured Parties referred to therein (together with its successors and assigns in such capacity, the "Collateral Agent"). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the "Trademark Collateral"):

all U.S. registered and applied for Trademarks, including those listed on Schedule I; *provided, however*, that the foregoing pledge, assignment and grant of security interest will not cover any intent-to-use (or similar) Trademark application prior to the filing and acceptance of a "Statement of Use," "Amendment to Allege Use" or similar filing with respect thereto, only to the extent, if any, that, and solely during the period in which, if any, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark application under applicable law.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. *Termination.* This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Pledgor as the Pledgor may reasonably request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

[*Signature Pages Follow*]

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

GFX INTERNATIONAL, LLC

By: 
Name: Chyls Eperjesy
Title: Chief Financial Officer

ACCEPTED AND AGREED:

ROYAL BANK OF CANADA,
as Collateral Agent

By: 
Name: Susan, Khokher
Title: Manager, Agency

Trademarks Owned by GFX International, LLC*U.S. Trademark Registrations*

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
LPG INTERNATIONAL	2,106,336	October 21, 1997
LPG INTERNATIONAL	2,319,050	February 15, 2000
GFX SYMPHONY	3,836,121	August 17, 2010
GFX	4,986,433	June 28, 2016
GFX INTERNATIONAL	4,986,434	June 28, 2016
GFX INTERNATIONAL	4,986,435	June 28, 2016

U.S. Trademark Applications

None.