

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM464472

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Inkling Systems, Inc.		02/16/2018	Corporation: DELAWARE
Ink Midco LLC		02/16/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000 West		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3940201	INKLING	
<b>Registration Number:</b>	3940202	INKLING	
<b>Registration Number:</b>	4444346	HABITAT	
<b>Registration Number:</b>	4394115	BETTERBOOK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027393001		
<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>	202.739.3000		
<b>Email:</b>	jennifer.evans@morganlewis.com		
<b>Correspondent Name:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 1:</b>	1111 Pennsylvania Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	058438-0704		
<b>NAME OF SUBMITTER:</b>	Jennifer C. Evans		
<b>SIGNATURE:</b>	/jce/		
<b>DATE SIGNED:</b>	03/06/2018		

CH \$115.00 3940201

**Total Attachments: 9**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 16th day of February, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its permitted successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among INK MIDCO LLC, a Delaware limited liability company (“Parent”), INKLING SYSTEMS, INC., a Delaware corporation (“Inklings Operations” and, together with any other Person that joins the Credit Agreement as a Borrower in accordance with the terms thereof, each individually a “Borrower”, and individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its permitted successors and assigns, is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks including those referred to on Schedule I and all Trademark Intellectual Property Licenses to which it is a party;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

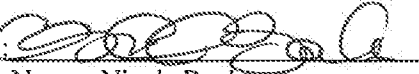
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

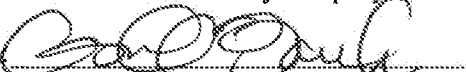
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**INKLING SYSTEMS, INC.,**  
a Delaware corporation

By:   
Name: Nicole Banks  
Title: Vice President

**INK MIDCO LLC,**  
a Delaware limited liability company

By:   
Name: Nicole Banks  
Title: Vice President

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**, a national banking  
association

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**INKLING SYSTEMS, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: Nicole Banks  
Title: Vice President


**INK MIDCO LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Nicole Banks  
Title: Vice President

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION,** a national banking  
association

By:   
Name: David Brooks  
Title: Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

[See attached]



Inking Systems, Inc.								
INC Matter No.	Mark	Country	Status	Current Appl. No.	Current Appl. Date	Current Reg. No.	Current Reg. Date	Renewal Date
INK-33511	INKLING (word mark)	U.S.	Registered	85/049393	5/27/2010	3940201	4/5/2011	4/5/2021
INK-33511.02	INKLING (word mark)	WIPO	Registered	1158518	11/1/2012	1158518	11/1/2012	11/1/2022
INK-33511.02.01	INKLING (word mark)	Australia	Registered	1158518	11/1/2012	1557400	11/1/2012	11/1/2022
INK-33511.02.02	INKLING (word mark)	Colombia	Registered	1158518	11/1/2012	482418	11/1/2012	11/1/2022
INK-33511.02.03	INKLING (word mark)	Europe	Registered	1158518	11/1/2012	1158518	11/1/2012	11/1/2022
INK-33511.02.04	INKLING (word mark)	Israel	Registered	1158518	11/1/2012	1158518	11/1/2012	11/1/2022
INK-33511.02.05	INKLING (word mark)	Korea, South	Registered	1158518	11/1/2012	1158518	11/1/2012	11/1/2022
INK-33511.02.06	INKLING (word mark)	Norway	Registered	1158518	11/1/2012	1158518	11/1/2012	11/1/2022
INK-33511.02.07	INKLING (word mark)	Philippines	Registered	1158518	11/1/2012	1158518	3/27/2014	3/27/2019
INK-33511.02.08	INKLING (word mark)	Singapore	Registered	1158518	11/1/2012	113079935	11/1/2012	11/1/2022
INK-33511.02.09	INKLING (word mark)	Russia	Registered	1158518	11/1/2012	1158518	11/1/2012	11/1/2022
INK-33511.02.10	INKLING (word mark)	Vietnam	Registered	1158518	11/1/2012	1158518	11/1/2012 *	11/1/2022
INK-33511.03	INKLING (word mark)	Argentina	Registered	3224086	1/29/2013	2644352	4/5/2014 *	4/5/2024
INK-33511.04	INKLING (word mark)	Argentina	Registered	3124089	1/29/2013	2644360	4/5/2014 *	4/5/2024
INK-33511.05	INKLING (word mark)	Brazil	Registered	840416342	2/6/2013	840416342	12/29/2015	12/29/2025
INK-33511.06	INKLING (word mark)	Brazil	Registered	840416350	2/6/2013	840416350	12/29/2015	12/29/2025
INK-33511.07	INKLING (word mark)	Canada	Registered	1611585	1/28/2013	1611585	8/15/2014	8/15/2019
INK-33511.08	INKLING (word mark)	China	Registered	1048662	1/29/2013	1048662	3/31/2014	3/31/2024
INK-33511.09	INKLING (word mark)	China	Registered	1048662	1/29/2013	1048662	3/31/2014	3/31/2024
INK-33511.10	INKLING (word mark)	China	Abandoned	12165682	2/7/2013	N.A.	N.A.	N.A.
INK-33511.11	INKLING (word mark)	China	Registered	12165681	2/7/2013	12165681	7/25/2014	7/27/2024
INK-33511.12	INKLING (word mark)	India	Registered	2472412	2/5/2013	2472412	2/5/2013	2/5/2023
INK-33511.13	INKLING (word mark)	Indonesia	Registered	1802013 008576	2/25/2013	1802013 008576	2/25/2013	2/25/2023
INK-33511.14	INKLING (word mark)	Japan	Registered	2013-11608	2/26/2013	5651362	2/28/2014	2/28/2024
INK-33511.14.01	INKLING (word mark)	Japan	Registered	2013-11609	2/26/2013	5777484	7/16/2015	7/16/2025
INK-33511.15	INKLING (word mark)	Malaysia	Registered	2013001946	2/4/2013	2013001946	2/4/2013	2/4/2023
INK-33511.16	INKLING (word mark)	Malaysia	Registered	2013001945	2/4/2013	2013001945	2/4/2013	2/4/2023
INK-33511.17	INKLING (word mark)	Mexico	Registered	1346845	2/6/2013	1380443	7/2/2013	2/6/2023
INK-33511.18	INKLING (word mark)	Mexico	Registered	1346846	2/6/2013	1372613	5/31/2013	2/6/2023
INK-33511.19	INKLING (word mark)	New Zealand	Registered	971996	1/29/2013	971996	1/29/2013	1/29/2023
INK-33511.20	INKLING (word mark)	South Africa	Registered	2013/02026	1/28/2013	2013/02026	11/28/2014	1/28/2023
INK-33511.21	INKLING (word mark)	South Africa	Registered	2013/02027	1/28/2013	2013/02027	11/28/2014	1/28/2023

Inking Systems, Inc.									
RUC Matter No.	Mark	Country	Status	Current Appl. No.	Current Appl. Date	Current Reg. No.	Current Reg. Date	Renewal Date	
INK-35511.22	INKLING (word mark)	Taiwan	Registered	102005537	1/29/2013	187473	11/1/2014	10/31/2024	
INK-35511.23	INKLING (word mark)	Thailand	Registered	879936	1/31/2013	TM41418	1/31/2013	1/30/2025	
INK-35511.24	INKLING (word mark)	Thailand	Registered	879937	1/31/2013	3M71003	1/31/2013	1/30/2025	
INK-35511.25	INKLING (word mark)	Venezuela	Registered	2013-008989	5/20/2013	P-341663	7/21/2014	7/21/2029	
INK-35511.26	INKLING (word mark)	Venezuela	Registered	2013-008987	5/20/2013	S-057784	4/9/2014	4/9/2029	
INK-35512	INKLING (logo mark)	U.S.	Registered	85/044068	5/17/2010	3840202	4/5/2011	4/5/2021	
INK-35298	HABITAT (word mark)	U.S.	Registered	85/456907	10/26/2011	4448346	12/3/2013	12/3/2019	
INK-35298.02	HABITAT (word mark)	WFO	Registered	1184229	10/29/2013	1184229	10/29/2013	10/29/2023	
INK-35298.02.01	HABITAT (word mark)	Australia	Registered	1184229	10/29/2013	1585145	10/29/2013	10/29/2023	
INK-35298.02.02	HABITAT (word mark)	China	Registered	1184229	10/29/2013	1184229	10/29/2013 *	10/29/2023	
INK-35298.02.03	HABITAT (word mark)	Colombia	Registered	1184229	10/29/2013	1184229	10/29/2013 *	10/29/2023	
INK-35298.02.04	HABITAT (word mark)	Europe	Registered	1184229	10/29/2013	1184229	10/29/2013	10/29/2023	
INK-35298.02.05	HABITAT (word mark)	India	Pending. Hearing date not set yet	1184229	10/29/2013	N.A.	N.A.	N.A.	
INK-35298.02.06	HABITAT (word mark)	Israel	Registered	1184229	10/29/2013	1184229	10/29/2013	10/29/2023	
INK-35298.02.07	HABITAT (word mark)	Japan	Registered	1184229	10/29/2013	1184229	10/29/2013	10/29/2023	
INK-35298.02.08	HABITAT (word mark)	Korea, South	Registered	1184229	10/29/2013	1184229	10/29/2013	10/29/2023	
INK-35298.02.09	HABITAT (word mark)	Mexico	Abandoned	1184229	10/29/2013	N.A.	N.A.	N.A.	
INK-35298.02.10	HABITAT (word mark)	New Zealand	Registered	1184229	10/29/2013	908211	10/29/2013	10/29/2023	
INK-35298.02.11	HABITAT (word mark)	Norway	Registered	1184229	10/29/2013	1184229	10/29/2013	10/29/2023	
INK-35298.02.12	HABITAT (word mark)	Philippines	Registered	1184229	10/29/2013	1184229	10/29/2013	6/30/2021	
INK-35298.02.13	HABITAT (word mark)	Singapore	Registered	T1319804F	10/29/2013	T1319804F	10/29/2013	10/29/2023	
INK-35298.02.14	HABITAT (word mark)	Russia	Registered	1184229	10/29/2013	1184229	10/29/2013	10/29/2023	
INK-35298.02.15	HABITAT (word mark)	Vietnam	Registered	1184229	10/29/2013	1184229	10/29/2013 *	10/29/2023	
INK-35298.03	HABITAT (word mark)	Argentina	Abandoned	3267419	8/1/2013	N.A.	N.A.	N.A.	
INK-35298.04	HABITAT (word mark)	Argentina	Registered	3267418	8/1/2013	2576395	8/9/2014 *	9/9/2024	
INK-35298.05	HABITAT (word mark)	Brazil	Registered	840607431	8/12/2013	840607431	5/24/2016	5/24/2026	
INK-35298.06	HABITAT (word mark)	Brazil	Registered	840607466	8/12/2013	840607466	5/24/2016	5/24/2026	
INK-35298.07	HABITAT (word mark)	Canada	Registered	1687418	7/30/2013	TMA905071	6/2/2015	6/2/2030	
INK-35298.08	HABITAT (word mark)	China	Not filed	N.A.	N.A.	N.A.	N.A.	N.A.	
INK-35298.09	HABITAT (word mark)	China	Not filed	N.A.	N.A.	N.A.	N.A.	N.A.	
INK-35298.10	HABITAT (word mark)	Indonesia	Registered	D002013 042912	9/11/2013	IDM000511950	9/11/2013	9/11/2023	
INK-35298.11	HABITAT (word mark)	Malaysia	Registered	2013058445	8/16/2013	2013058445	8/16/2013	8/16/2023	

Inking Systems, Inc.							
Reg. Matter No.	Name	Country	Status	Current Appl. No.	Current Appl. Date	Current Reg. No.	Renewal Date
HK-35298.12	HABITAT (word mark)	Malaysia	Registered	2012053442	6/16/2013	2013052442	8/16/2013
HK-35298.13	HABITAT (word mark)	South Africa	Registered	2013/20084	7/31/2013	2013/20084	3/27/2015
HK-35298.14	HABITAT (word mark)	South Africa	Registered	2013/20085	7/31/2013	2013/20085	3/27/2015
HK-35298.15	HABITAT (word mark)	Taiwan	Registered	102042337	8/2/2013	1841501	5/1/2014
HK-35298.16	HABITAT (word mark)	Tailand	Abandoned	803376	8/2/2013	N.A.	N.A.
HK-35298.17	HABITAT (word mark)	Tailand	Abandoned	803377	8/2/2013	N.A.	N.A.
HK-35298.18	HABITAT (word mark)	Venezuela	Registered	2013-015930	8/15/2013	P340666	6/18/2014
HK-35298.19	HABITAT (word mark)	Venezuela	Registered	2013-015931	8/15/2013	3058188	6/18/2014
HK-37339	INKLINE HABITAT (word mark)	China	Abandoned	1072983	10/10/2013	N.A.	N.A.
HK-37350.01	INKLINE HABITAT (word mark)	China	Registered	1072982	10/10/2013	1105371	6/17/2014
HK-37454	SETTERBOOK	U.S.	Registered	85/886088	7/25/2012	4384115	8/27/2013