

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471932

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
eCompanyStore, LLC		04/30/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	W.R. Berkley Corporation		
Street Address:	475 Steamboat Road		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3029034	CONNECT YOUR BRAND	
Registration Number:	2399481	E	
Registration Number:	3744068	ECOMPANYSTORE	
Registration Number:	3174394	ECOMPANYSTORE	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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:	212 728 8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Brandon Coyle c/o Willkie Farr & Gallagher		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	114694.00032 BRC		
NAME OF SUBMITTER:	Brandon R. Coyle		
SIGNATURE:	/brandonrcoyle/		
DATE SIGNED:	04/30/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT dated as of April 30, 2018 (this “*Agreement*”) among eCompanyStore, LLC, a Delaware limited liability company (the “*Grantor*”) and W. R. Berkley Corporation, a Delaware corporation (the “*Lender*”).

Reference is made to (a) the Security Agreement dated as of February 23, 2016 (as amended by the Amendment No. 1 and Joinder to Credit and Guaranty Agreement and Security Agreement, dated as of April 30, 2018, and as otherwise amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), by among the Grantor and Corporate Imaging Concepts, LLC, a Delaware limited liability company (“*CIC*”) and (b) the Credit and Guaranty Agreement dated as of February 23, 2016 (as amended by the Amendment No. 1 and Joinder to Credit and Guaranty Agreement and Security Agreement, dated as of April 30, 2018, and as otherwise amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among Grantor, CIC and Lender. Lender has agreed to extend credit to the CIC subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lender to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lender to extend such credit. Accordingly, 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 Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby assigns and pledges to the Lender and its successors and assigns and hereby grants to the Lender and its successors and assigns, a security interest in all of its right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by it or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”):

- (a) all trademark registrations and applications set forth on Schedule I attached hereto (the “*Trademarks*”);
- (b) all goodwill associated with or symbolized by the Trademarks; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill;

but excluding any intent-to-use trademark application prior to the filing of, and acceptance of, a “Statement of Use” or “Amendment to Allege Use” with the United States Patent and Trademark Office with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

SECTION 3. Security Agreement. The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender 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. Termination. Upon the termination of the Security Agreement, in accordance with its terms, following a written request therefor, the Lender shall execute, acknowledge, and deliver to the Grantor (at Grantor's sole expense) an instrument in writing in recordable form releasing the grant and security interest in the Trademark Collateral under this Agreement and take any other actions reasonably requested, including, but not limited to, filing and recording (or authorizing Grantor to file and record) the release and/or termination of the grant and its security interest granted thereunder or under the Security Agreement in the Trademark Collateral with the United States Patent and Trademark Office.


SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract.

SECTION 6. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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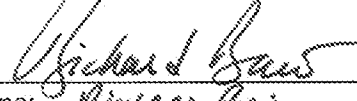
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ECOMPANYSTORE, LLC

By: 
Name: Jeffrey O. Gilford
Title: Chief Financial Officer

W. R. BERKLEY CORPORATION, as Lender,

by



Name: *Richard Bair*


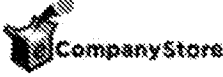
Title: *SVP-CFO & Treasurer*

[Trademark Security Agreement]

TRADEMARK
REEL: 006323 FRAME: 0453

SCHEDULE I

Trademarks

Owner	Title	Jurisdiction	Registration/Application number and date
Ecompanystore, LLC	<u>CONNECT YOUR BRAND</u>	United States	RN: 3029034; December 13, 2005
Ecompanystore, Inc.	<u>E and Design</u> 	United States	RN: 2399481; October 31, 2000
Ecompanystore, LLC	<u>ECOMPANystore and Design</u> 	United States	RN: 3744068; February 2, 2010
Ecompanystore, LLC	<u>ECOMPANystore</u>	United States	RN: 3174394; November 21, 2006