

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474682

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SG OPERATING LLC		05/18/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SALEM FIVE CENTS SAVINGS BANK		
Street Address:	210 ESSEX STREET		
City:	SALEM		
State/Country:	MASSACHUSETTS		
Postal Code:	01970		
Entity Type:	BANK: MASSACHUSETTS		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5040071	SLEEKPEEKES	
Registration Number:	4580676	RED PAPER PLANE	
Registration Number:	4504344	IN PAPER WE TRUST	
Registration Number:	4451009	BREAK THRU	
Registration Number:	4369300	THE LIFT FACTOR	
Registration Number:	4396808	BUSINESS TAKES OFF WHEN MARKETING PAYS O	
Registration Number:	3890292	ROCKETSHIP	
Registration Number:	3933979	BRIDGING DIGITAL WITH DIMENSIONAL	
Registration Number:	4014680	BRIDGING DIMENSIONAL WITH DIGITAL	
Registration Number:	3509180	EXTENDO	
Registration Number:	3493156	THE FLAPPER	
Registration Number:	2812541	STRUCTURAL GRAPHICS	
Registration Number:	1209977	STRUCTURAL GRAPHICS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
TRADEMARK			

OP \$340.00 5040071

Correspondent Name: Joanna McCall
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F177137

NAME OF SUBMITTER: Andrew Nash

SIGNATURE: /Andrew Nash/

DATE SIGNED: 05/18/2018

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of May 18, 2018 by and between **SALEM FIVE CENTS SAVINGS BANK**, a Massachusetts savings bank (“Bank”) and **SG OPERATING LLC**, a Delaware limited liability company (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan Agreement by and between Bank and Grantor dated as of the date hereof (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its intellectual property to secure the Obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, the Security Agreement, and this 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, subject to the respective terms and conditions thereof and hereof.

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 Grantor’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its Obligations to Bank, 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 (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use, but in each case only to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

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 Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and the other Loan 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 Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

7. Amendment. This Agreement shall not be amended, altered or modified except in a writing executed by both parties hereto.


8. Termination. Upon the termination of the Security Agreement in accordance with its terms, this Agreement shall automatically terminate by virtue thereof without the need for any further action by any party hereto.

[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:

SG OPERATING LLC

By: 

Name: Michael F. Maguire

Title: Chairman

BANK:

SALEM FIVE CENTS SAVINGS BANK

By: _____

Name:

Title:

Signature page to Intellectual Property Security Agreement

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:

SG OPERATING, LLC

By: _____

Name:

Title:

BANK:

SALEM FIVE CENTS SAVINGS BANK

By:  _____

Name: Patrick F. Padden, Jr.

Title: Senior Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Filing Date</u>	<u>Date of Patent</u>	<u>Registration Number</u>
1. See-scroll display apparatus and method of assembly	9/12/13	01/05/16	9,227,458
2. Advertising/promotional display system and mailer	6/30/08	9/14/10	7,793,446
3. Promotional display system	3/27/07	6/8/10	7,731,038
4. Advertising/promotion display	5/22/08	4/13/10	7,694,445
5. Apparatus and method for viewing multiple underlying indicia	8/28/06	1/19/10	7,649,689
6. Advertising/promotional display system	8/15/07	12/29/09	7,637,044
7. Display Stand	2/7/07	12/8/09	D605,425
8. Advertising/promotional display and gift delivery system	8/14/07	6/30/09	7,552,553
9. Advertising/promotional display system	1/16/07	6/16/09	7,546,702
10. Advertising/promotional display system	1/9/06	8/26/08	7,415,789
11. Promotional display system with locking arm	5/22/07	7/8/08	7,395,622
12. Advertising/promotional display and/or storage system	7/1/04	3/4/08	7,337,909
13. Advertising/promotional display system with integral sound generating means	3/30/06	6/26/07	7,234,253
14. Multi-panel display system	10/4/02	11/11/03	6,643,961
15. Multi-panel display system	5/25/99	5/29/01	6,237,265
16. Pop-up display CD holder	1/9/00	12/5/00	D434,653
17. Magic window viewer	6/10/14	01/30/18	9,878,571
18. Stereoscopic viewer	02/12/16	07/11/17	D791,854

EXHIBIT C

Trademarks

<u>Description</u>	<u>Filing Date</u>	<u>Registration Number</u>
SLEEKPEEKS	1/26/16	5040071
RED PAPER PLANE	6/25/12	4580676
IN PAPER WE TRUST	4/30/13	4504344
BREAK THRU	4/29/13	4451009
THE LIFT FACTOR	10/19/11	4369300
BUSINESS TAKES OFF WHEN MARKETING PAYS OFF	10/19/11	4396808
ROCKETSHIP	5/18/10	3890292
BRIDGING DIGITAL WITH DIMENSIONAL	4/21/10	3933979
BRIDGING DIMENSIONAL WITH DIGITAL	4/21/10	4014680
EXTENDO	10/17/06	3509180
THE FLAPPER	10/17/06	3493156
STRUCTURAL GRAPHICS	2/3/03	2812541
STRUCTURAL GRAPHICS	6/17/81	1209977

EXHIBIT D

Mask Works

None.