

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488325

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Colour Republic, LLC		08/30/2018	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	SUNTRUST BANK		
Street Address:	3333 Peachtree Road, 4th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5299623	DEW	
Registration Number:	3763043	COLOUREPUBLIC	
Registration Number:	3699732	COLOUR REPUBLIC	
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>			
Email:	emily.klump@clarivate.com		
Correspondent Name:	Gregory T. Pealer		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Emily Klump		
SIGNATURE:	/Emily Klump/		
DATE SIGNED:	08/31/2018		
Total Attachments: 6			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Colour Republic, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Florida

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 30, 2018

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: SUNTRUST BANK

Street Address: 3333 Peachtree Road, 4th Floor

City: Atlanta

State: Georgia

Country: USA Zip: 30326

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Georgia
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

None

B. Trademark Registration No.(s)

See Schedule I attached hereto.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gregory T. Pealer

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-2955

Docket Number: 4271086

Email Address: pealer@chapman.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: , for Chapman and Cutler LLP

August 30, 2018

Signature

Date

Gregory T. Pealer, Senior Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 30, 2018 (this “*Security Agreement*”), is made by COLOUR REPUBLIC, LLC, a Florida limited liability company (the “*Grantor*”), in favor of SUNTRUST BANK, as Lender (in such capacity, together with its successors and permitted assigns, “*Lender*”).

WHEREAS, Grantor and Lender have entered into a Revolving Credit Agreement, dated as of August 30, 2018 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, in connection with the Credit Agreement, Grantor has entered into the Security Agreement, dated as of August 30, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), in favor of Lender; and

WHEREAS, the Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2 Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, assigns and transfers to Lender, and grants to Lender a security interest in, all of its right, title and interest in, to and under the following Collateral (the “*Trademark Collateral*”):

- (i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

Section 4 **Representation and Warranty.** Schedule I correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

Section 5 **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 6 **Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7 **Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Florida.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COLOUR REPUBLIC, LLC

By:  _____


Name: *Paul Davis*

Title: *President*

Acknowledged and Agreed to as of the date hereof:

LENDER:

SUNTRUST BANK, as Lender

By: 
Name: Courtney G Jespersen
Title: Vice President

SCHEDULE I

Trademarks

I. REGISTERED TRADEMARKS

No.	Country	Mark	App. No. Filed Date	Reg. No. Reg. Date	Owner	Status
1.	United States	DEW	87259024 06-DEC-2016	5299623 03-OCT-2017	Colour Republic, LLC Florida Limited Liability Company 1301 NW 89th Ct., Ste. 218 Doral, Florida 33172	Registered
2.	United States		77800089 07-AUG-2009	3763043 23-MAR-2010	Colour Republic, LLC Florida Limited Liability Company 1301 NW 89th Ct., Ste. 218 Doral, Florida 33172	Registered Section 8 & 15 accepted 25-MAY-2016
3.	United States	COLOUR REPUBLIC	77395091 12-FEB-2008	3699732 20-OCT-2009	Colour Republic, LLC Florida Limited Liability Company 1301 NW 89th Ct., Ste. 218 Doral, Florida 33172	Registered Section 8 & 15 accepted 01-DEC-2015

II. TRADEMARK APPLICATIONS

None.