

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM511595

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DELEET MERCHANDISING CORPORATION		01/18/2019	Corporation: DELAWARE
Development Technology Corporation		01/18/2019	Corporation: DELAWARE
Priscodigital, Inc.		01/18/2019	Corporation: DELAWARE
Prisco Digital, LLC		01/18/2019	Limited Liability Company: DELAWARE
Commercial Merchandising Corporation		01/18/2019	Corporation: DELAWARE
Quasar Corp.		01/18/2019	Corporation: NEW JERSEY
Printers' Service, Inc.		01/18/2019	Corporation: NEW JERSEY
Graphic Enterprises, Inc.		01/18/2019	Corporation: NEW JERSEY
Printers' Merchandising Corp.		01/18/2019	Corporation: MASSACHUSETTS
Printers Service of Florida, Inc.		01/18/2019	Corporation: FLORIDA
Georgia Graphics, Inc.		01/18/2019	Corporation: GEORGIA
Mid-West Merchandising Corp.		01/18/2019	Corporation: ILLINOIS
Prisco Merchandising Incorporated		01/18/2019	Corporation: TEXAS
Prisco/Pacific, Inc.		01/18/2019	Corporation: CALIFORNIA
Quantum Coatings, Inc.		01/18/2019	Corporation: NORTH CAROLINA
Carolina Blankets, Inc.		01/18/2019	Corporation: NORTH CAROLINA
Prisco Graphics of Canada, Inc.		01/18/2019	Corporation: CANADA
Deleet Merchandising Corp.		01/18/2019	Corporation: NEW YORK
Prisco, Inc.		01/18/2019	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Siena Lending Group LLC		
<b>Street Address:</b>	9 W Broad Street		
<b>Internal Address:</b>	6th Floor		
<b>City:</b>	Stamford		

OP \$540.00 74396979

<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06902
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Serial Number:	74396979	AQUA CHILL
Serial Number:	74378458	AQUAFLO
Serial Number:	74378450	AQUAMIX
Serial Number:	76243191	AUTOWASH
Serial Number:	75101250	CYBERLUBE
Serial Number:	76276709	DIGITECH
Serial Number:	76330159	E-CURE
Registration Number:	2583629	LITHOCHEK
Serial Number:	72334462	PRISCO
Serial Number:	73488297	PRISCO
Serial Number:	77549063	PRISCODIGITAL
Serial Number:	74349848	PRISCO ENVIROKLENE
Serial Number:	74033811	PRISCOLITH
Serial Number:	74676150	PRISCOTECH
Serial Number:	86705253	PROCLEAN
Serial Number:	73488293	PS PRINTERS' SERVICE
Serial Number:	76456984	RED MAGIC X
Serial Number:	74475609	SERVICE AND TECHNOLOGY FOR THE GRAPHIC A
Serial Number:	73808626	SERVICE AND TECHNOLOGY FOR THE GRAPHIC A
Serial Number:	76563387	VELOCITY
Registration Number:	2790182	QUESTAR

**CORRESPONDENCE DATA**

**Fax Number:** 8009144240

*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.*

**Phone:** 800-713-0755

**Email:** james.murray@wolterskluwer.com

**Correspondent Name:** CT Corporation

**Address Line 1:** 4400 Easton Commons Way

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

**NAME OF SUBMITTER:** Robin Riley

**SIGNATURE:** /Robin Riley/

DATE SIGNED:	02/26/2019
--------------	------------

**Total Attachments: 14**

source=Deleet - IP Security Agreement with Cover Page#page1.tif  
source=Deleet - IP Security Agreement with Cover Page#page2.tif  
source=Deleet - IP Security Agreement with Cover Page#page3.tif  
source=Deleet - IP Security Agreement with Cover Page#page4.tif  
source=Deleet - IP Security Agreement with Cover Page#page5.tif  
source=Deleet - IP Security Agreement with Cover Page#page6.tif  
source=Deleet - IP Security Agreement with Cover Page#page7.tif  
source=Deleet - IP Security Agreement with Cover Page#page8.tif  
source=Deleet - IP Security Agreement with Cover Page#page9.tif  
source=Deleet - IP Security Agreement with Cover Page#page10.tif  
source=Deleet - IP Security Agreement with Cover Page#page11.tif  
source=Deleet - IP Security Agreement with Cover Page#page12.tif  
source=Deleet - IP Security Agreement with Cover Page#page13.tif  
source=Deleet - IP Security Agreement with Cover Page#page14.tif

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)/Execution Date(s):**

DELEET MERCHANDISING CORPORATION

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation  
☐ Limited Liability Company

Citizenship: DE

Execution Date(s): January 18, 2019

Additional names of conveying parties attached? ☒ Yes ☐ No

**2. Name and address of receiving party(ies)**

☐ Yes

☒ No

Additional names, addresses, or citizenship attached?

Name: Siena Lending Group LLC

Internal  
Address:

Street Address: 9 W Broad Street, 6<sup>th</sup> Floor

City: Stamford

State: CT

Country: USA

Zip: 06902

☐ Association Citizenship:

☐ General Partnership Citizenship:

☐ Limited Partnership Citizenship:

☐ Corporation Citizenship:

☒ Other LLC Citizenship: DE

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) See Attached Schedule 1

B. Trademark Registration No.(s) See Attached Schedule 1

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: Robin Riley

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: NY

Zip: 10169

Phone Number: 212-905-3705

Fax Number:

Email Address: rriley@otterbourg.com

**6. Total number of applications and registrations involved: 21**

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

☐ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☐ Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name:

**9. Signature:**

Robin Riley  
Signature

January 25, 2019  
Date

Robin Riley  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 14

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK**  
**REEL: 006574 FRAME: 0004**

**ITEM 1 (cont'd)**  
**to Trademarks Recordation Form Cover Sheet**

**Additional Parties**

<u>Entity</u>	<u>Jurisdiction of Organization</u>	<u>Type of Entity</u>	<u>Citizenship</u>
Development Technology Corporation	Delaware	Corporation	USA-Delaware
Priscodigital, Inc.	Delaware	Corporation	USA-Delaware
Prisco Digital, LLC	Delaware	Limited Liability Company	USA-Delaware
Commercial Merchandising Corporation	Delaware	Corporation	USA-Delaware
Quasar Corp.	New Jersey	Corporation	USA-New Jersey
Printers' Service, Inc.	New Jersey	Corporation	USA-New Jersey
Prisco, Inc.	New Jersey	Corporation	USA-New Jersey
Graphic Enterprises, Inc.	New Jersey	Corporation	USA-New Jersey
Printers' Merchandising Corp.	Massachusetts	Corporation	USA-Massachusetts
Printers Service of Florida, Inc.	Florida	Corporation	USA-Florida
Georgia Graphics, Inc.	Georgia	Corporation	USA-Georgia
Mid-West Merchandising Corp.	Illinois	Corporation	USA-Illinois
Prisco Merchandising Incorporated	Texas	Corporation	USA-Texas
Prisco/Pacific, Inc.	California	Corporation	USA-California
Quantum Coatings, Inc.	North Carolina	Corporation	USA-North Carolina

<u>Entity</u>	<u>Jurisdiction of Organization</u>	<u>Type of Entity</u>	<u>Citizenship</u>
Carolina Blankets, Inc.	North Carolina	Corporation	USA-North Carolina
Prisco Graphics of Canada, Inc.	Ontario, Canada	Corporation	Canada - Ontario
Deleet Merchandising Corp.	New York	Corporation	USA-New York

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") dated as of January 18, 2019 by each of the grantors signatory to this Agreement (together with any other Person who, from time to time, becomes a Borrower under the Loan Agreement (as defined herein), collectively, the "Grantors" and each individually, a "Grantor") in favor of SIENA LENDING GROUP LLC, a Delaware limited liability company (together with its successors and assigns, "Lender"):

### W I T N E S S E T H

WHEREAS, each of the Grantors, certain of the Grantors' affiliates and Lender are parties to a certain Loan and Security Agreement as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lender; and

WHEREAS, Each Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by such Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Loan Agreement.

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Lender a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule I annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to such Grantor as of the date hereof.

4. Right to Bring Suit. Each Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its

own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Each Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).


6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR HIMSELF AND IN RESPECT OF HIS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 10.1 of the Loan Agreement.

[Remainder of Page Intentionally Blank]



**DELEET MERCHANDISING CORPORATION**

By:   
Name: Richard B. Liroff  
Its: Chairman

**DEVELOPMENT TECHNOLOGY CORPORATION**

By:   
Name: Richard B. Liroff  
Its: Chairman

**PRISCODIGITAL, INC.**

By:   
Name: Richard B. Liroff  
Its: Chairman

**PRISCO DIGITAL, LLC**

By:   
Name: Richard B. Liroff  
Its: Chairman


**COMMERCIAL MERCHANDISING CORPORATION**

By:   
Name: Richard B. Liroff  
Its: Chairman

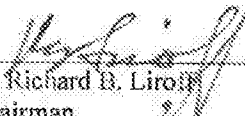
**QUASAR CORP.**

By:   
Name: Richard B. Liroff  
Its: Chairman

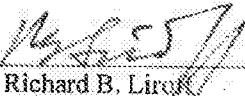
**PRINTERS' SERVICE, INC.**

By:   
Name: Richard B. Liroff  
Its: Chairman

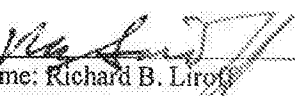
**PRISCO, INC.**

By:   
Name: Richard B. Liroff  
Its: Chairman


**GRAPHIC ENTERPRISES, INC.**

By:   
Name: Richard B. Liroff  
Its: Chairman

**PRINTERS' MERCHANDISING CORP.**

By:   
Name: Richard B. Liroff  
Its: Chairman

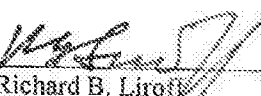
**PRINTERS SERVICE OF FLORIDA, INC.**

By:   
Name: Richard B. Liroff  
Its: Chairman

**GEORGIA GRAPHICS, INC.**

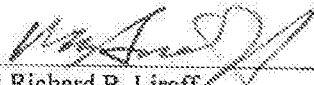
By:   
Name: Richard B. Liroff  
Its: Chairman

**MID-WEST MERCHANDISING CORP.**

By:   
Name: Richard B. Liroff  
Its: Chairman

Intellectual Property Security Agreement

**PRISCO MERCHANDISING INCORPORATED**

By:   
Name: Richard B. Liroff  
Its: Chairman


**PRISCO/PACIFIC, INC.**

By:   
Name: Richard B. Liroff  
Its: Chairman

**QUANTUM COATINGS, INC.**

By:   
Name: Richard B. Liroff  
Its: President

**CAROLINA BLANKETS, INC.**

By:   
Name: Richard B. Liroff  
Its: President

**PRISCO GRAPHICS OF CANADA, INC.**

By:   
Name: Richard B. Liroff  
Its: Chairman

**DELEET MERCHANDISING CORP.**

By:   
Name: Richard B. Liroff  
Its: Chairman

Agreed and Accepted  
as of the date first written above:

SIENA LENDING GROUP LLC

By: 

Name: Jason Schick

Title: Authorized Signatory

By: 

Name: Steve Sanicola

Title: Authorized Signatory

Intellectual Property Security Agreement

TRADEMARK  
REEL: 006574 FRAME: 0012

**SCHEDULE 1****Trademarks and Trademark Licenses**

Grantor	Mark	Country	Application No.	Application Date	Registration No.	Registration Date
Printers' Service Inc.	Aqua Chill	United States	74/396979	5/28/1993	1824324	3/1/1994
Printers' Service Inc.	Aquaflor	United States	74/378458	4/8/1993	1964871	4/2/1996
Printers' Service Inc.	Aquamix	United States	74/378450	4/8/1993	1845343	7/19/1994
Printers' Service Inc.	Autowash	United States	76/243191	4/19/2001	2674058	6/14/2003
Printers' Service Inc.	Cyberlube	United States	75/101250	5/9/1996	2100338	9/23/1997
Printers' Service Inc.	Digitach	United States	76/276709	6/26/2001	2569963	5/14/2002
Printers' Service Inc.	E-Cure	United States	76/330159	10/26/2001	2766215	9/23/2003
Printers' Service Inc.	Enviroklene	Canada	677141	2/26/1991	408732	2/26/1993
Printers' Service Inc.	Lithochek	United States	76/1571196	10/31/2000	2583629	6/18/2002
Printers' Service Inc.	Printers' Service	Brazil	830011641	9/30/2008	830011641	5/21/2013
Printers' Service Inc.	Printers' Service	Brazil	830011650	9/30/2008	830011650	2/2/2011
Printers' Service Inc.	Prisco	United States	72/334462	8/5/1969	916016	7/6/1971
Printers' Service Inc.	Prisco	Canada	538579	3/21/1995	311766	2/28/1986
Printers' Service Inc.	Prisco	United Kingdom	1553190	11/10/1993	1553190	6/23/1995
Printers' Service Inc.	Prisco	United Kingdom	1553191	11/10/1993	1553191	6/23/1995
Printers' Service Inc.	Prisco	Turkey	2012/66905	7/27/2012	2012/66905	9/4/2013
Printers' Service Inc.	Prisco (stylized)	United States	73/488297	7/3/1984	1331504	4/23/1985
Printers' Service Inc.	Prisco (stylized)	Australia	633878	7/1/1994	633878	7/1/1994
Printers' Service Inc.	Prisco (stylized)	Mexico	216306	10/25/1994	502835	10/25/1994
Printers' Service Inc.	Prisco (stylized)	Mexico	216305	10/25/1994	484020	10/25/1994
Printers' Service Inc.	Prisco (stylized)	Canada	538580	3/21/1985	311767	2/28/1986
Printers' Service Inc.	Prisco (stylized)	Mexico	216307	10/25/1994	545161	10/25/1994
Printers' Service Inc.	Prisco (stylized)	Brazil	830011757	9/30/2008	830011757	3/5/2013
Printers' Service Inc.	Prisco (stylized)	Brazil	830011749	9/30/2008	830011749	3/5/2013

*[Schedule 1 to Intellectual Property Security Agreement]*

5503904.2

Grantor	Mark	Country	Application No.	Application Date	Registration No.	Registration Date
Printers' Service Inc.	Prisco (stylized)	Brazil	830011579	9/30/2008	830011579	3/5/2013
Printers' Service Inc.	Prisco Digital (stylized)	United States	77/549063	8/18/2008	4146945	5/22/2012
Printers' Service Inc.	Prisco Enviroklene	United States	74/349848	1/15/1993	1829779	4/5/1994
Printers' Service Inc.	Priscolith	Australia	633643	6/28/1994	633643	6/28/1994
Printers' Service Inc.	Priscolith	Canada	665143	8/24/1990	415123	8/6/1993
Printers' Service Inc.	Priscolith	Mexico	206785	7/28/1994	485152	3/6/1995
Printers' Service Inc.	Priscolith	United States	74/033811	3/1/1990	1650112	7/9/1991
Printers' Service Inc.	Priscotech	United States	74/676150	5/18/1995	2175915	7/28/1998
Printers' Service Inc.	Proclean	United States	86/705253	7/27/2015	5060636	10/11/2016
Printers' Service Inc.	PS Printers' Service and Design	Mexico	216310	10/25/1994	482813	10/25/1994
Printers' Service Inc.	PS Printers' Service and Design	Mexico	216308	10/25/1994	508806	10/25/1994
Printers' Service Inc.	PS Printers' Service and Design	United Kingdom	B1553310	11/10/1993	B1553310	8/31/1995
Printers' Service Inc.	PS Printers' Service and Design	United Kingdom	B1553309	11/10/1993	B1553309	8/16/1995
Printers' Service Inc.	PS Printers' Service and Design	Canada	541922	5/14/1985	TMA325242	3/30/2002
Printers' Service Inc.	PS Printers' Service and Design	United States	73/488293	7/3/1984	1331503	4/23/1985
Printers' Service Inc.	PS Printers' Service and Design	Australia	633881	7/1/1994	633881	7/1/1994
Printers' Service Inc.	PS Printers' Service and Design	Mexico	216309	10/25/1994	502836	10/25/1994
Printers' Service Inc.	PS Printers' Service and Design	Mexico	216311	10/25/1994	502837	10/25/1994
Printers' Service Inc.	Questar	United States	76/249631	5/1/2001	2790182	12/9/2003
Printers' Service Inc.	Red Magic	Canada	512955	11/29/1983	TMA293918	8/10/1999
Printers' Service Inc.	Red Magic X	United States	76/456984	10/7/2002	2740244	7/22/2003
Printers' Service Inc.	Service & Technology for the Graphic Arts	United States	74/475609	12/30/1993	1878374	2/14/1995
Printers' Service Inc.	Service & Technology for the Graphic Arts	Canada	780406	4/13/1995	471340	2/20/1997
Printers' Service Inc.	Service & Technology for the Graphic Arts (supplemental)	United States	73/808626	6/22/1989	1605161	7/3/1990
Printers' Service Inc.	Velocity	United States	76/563387	12/3/2003	2986917	8/23/2005

[Schedule 1 Intellectual Property Security Agreement]

5503904.2

## POWER OF ATTORNEY

DELEET MERCHANDISING CORPORATION, a Delaware limited liability company ("Grantor"), hereby authorizes SIENA LENDING GROUP LLC, its successors and assigns, and any officer or agent thereof ("Lender") under that certain Loan and Security Agreement among Lender Grantor and certain other Loan Party Obligors dated as of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under that certain Intellectual Property Security Agreement among Grantor, certain other Loan Party Obligors, as grantors and Lender dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any trademarks, patents and copyrights (as defined in the Intellectual Property Agreement) or additional trademarks, patents and copyrights in the United States Patent and Trademark Office and United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Patent, Trademark and Copyright Security Agreement, to use the Trademarks, Patents and Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and Copyrights to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Loan Documents other than any actions which constitute gross negligence or willful misconduct.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as a deed,  
January 18, 2019.

DELEET MERCHANDISING CORPORATION

By: 

Name: Richard B. Liroff

Its: Chairman

*[Signature page to Power of Attorney to Intellectual Property Security Agreement]*

350390412



COMPANY ACKNOWLEDGMENT

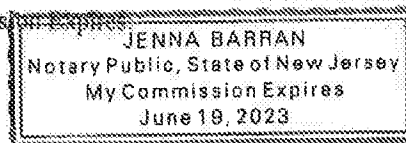
UNITED STATES OF AMERICA :  
STATE OF New Jersey : SS  
COUNTY OF Essex :

On January 18, 2019 before me personally appeared Richard B. Liroff to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of each of the foregoing companies that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



Notary Public

My Commission Expires



*Acknowledgement to Intellectual Property Security Agreement*

5503904.2