

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM516528

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PARAGON FILMS, INC.		03/29/2019	Corporation: OKLAHOMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, as Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 34</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87667608		
<b>Serial Number:</b>	87665898	PARAGON FILMS	
<b>Serial Number:</b>	87665900	PARAGON FILMS DESTINATION SECURED	
<b>Serial Number:</b>	87665895	PARAGON FILMS	
<b>Serial Number:</b>	87665907	DESTINATION SECURED	
<b>Serial Number:</b>	85886285	CREATE. CONNECT. INSPIRE.	
<b>Serial Number:</b>	85880901	PARAGONU	
<b>Serial Number:</b>	85880918	U	
<b>Serial Number:</b>	85880354	PARAGON FILMS FOR CHRIST CHARITABLE TRUS	
<b>Serial Number:</b>	85816987		
<b>Serial Number:</b>	85721011	COLD FORCE MACHINE FILM	
<b>Serial Number:</b>	85721044	FORCE V MACHINE FILM	
<b>Serial Number:</b>	85721060	GLOBAL FORCE MACHINE FILM	
<b>Serial Number:</b>	85721085	NEXUS MACHINE FILM	
<b>Serial Number:</b>	85721122	SPARTAN HANDFILM	
<b>Serial Number:</b>	85721152	TORQUE MACHINE FILM	
<b>Serial Number:</b>	85721188	TORQUE HANDFILM	
<b>Serial Number:</b>	85721217	ULTIMATE FORCE MACHINE FILM	
<b>Serial Number:</b>	85383108	M80	

CH \$865.00 87667608

Property Type	Number	Word Mark
Serial Number:	77917078	COLD FORCE
Serial Number:	77907576	NEXUS
Serial Number:	77725745	POWER FORCE
Serial Number:	77724838	GLOBAL FORCE
Serial Number:	77724226	TORQUE
Serial Number:	77724255	FORCE FILMS
Serial Number:	77724278	FORCE V
Serial Number:	77398666	SPARTAN
Serial Number:	78500072	ULTIMATE FORCE
Serial Number:	75537053	EDGE STRETCH FILM
Serial Number:	75537272	EDGE STRETCH FILM
Serial Number:	74590718	GLOBAL WRAP
Serial Number:	73833275	
Serial Number:	73833468	PARAGON
Serial Number:	73833469	FORCE

**CORRESPONDENCE DATA**

**Fax Number:** 2129408776  
**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:** 212-940-6562  
**Email:** joanne.arnold@kattenlaw.com  
**Correspondent Name:** Joanne BL Arnold  
**Address Line 1:** Katten Muchin Rosenman LLP  
**Address Line 2:** 575 Madison Avenue  
**Address Line 4:** New York, NEW YORK 10022-2585

<b>NAME OF SUBMITTER:</b>	Joanne BL Arnold
<b>SIGNATURE:</b>	/Joanen BL Arnold/
<b>DATE SIGNED:</b>	03/29/2019

**Total Attachments: 9**  
source=Antares Paragon Trademark Security Agreement -- EXECUTED#page1.tif  
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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 29, 2019, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Antares Capital LP (“Antares Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 29, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of March 29, 2019, in favor of the Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent for the benefit of the Secured Parties as follows:

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

Grant of Security Interest in Trademark Collateral. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto, but excluding any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the 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.

Grantor Remains Liable. Each Grantor hereby agrees that, subject to the terms and conditions of the Credit Agreement and the Guaranty and Security Agreement, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Counterparts. This Trademark 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. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Governing Law. This Trademark 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 New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

**PARAGON FILMS, INC.,**  
as Grantor

By:   
Name: Barin Tang  
Title: Chief Executive Officer and President

ACCEPTED AND AGREED  
as of the date first above written:

**ANTARES CAPITAL LP,**  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, each 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.

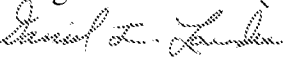
Very truly yours,

**PARAGON FILMS, INC.,**  
as Grantor

By: \_\_\_\_\_  
Name: Darin Tang  
Title: Chief Executive Officer and President

ACCEPTED AND AGREED  
as of the date first above written:

**ANTARES CAPITAL LP,**  
as Agent

By:  \_\_\_\_\_  
Name: Daniel J. Landis  
Title: Duly Authorized Signatory






[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006604 FRAME: 0105**


SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

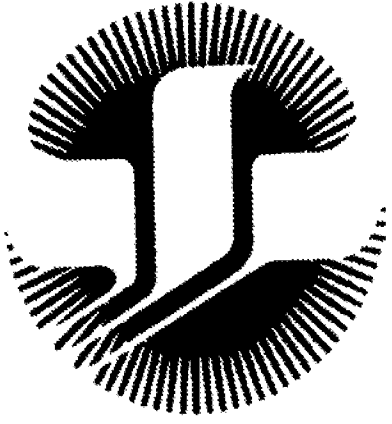
Mark	Application No.	Application Date	Registration No.	Registration Date
	87667608	11/1/17	5657263	1/15/19
PARAGON FILMS & Design 	87665898	10/31/17	5657251	1/15/19
PARAGON FILMS DESTINATION SECURED & Design 	87665900	10/31/17	5587881	10/16/18
PARAGON FILMS	87665895	10/31/17	5496571	6/19/18
DESTINATION SECURED	87665907	10/31/17	5657252	1/15/19
CREATE. CONNECT. INSPIRE.	85886285	3/26/13	4614558	9/30/14
PARAGONU	85880901	3/20/13	4388240	8/20/13
U & Design 	85880918	3/20/13	4388241	8/20/13

Mark	Application No.	Application Date	Registration No.	Registration Date
<p><b>PARAGON FILMS FOR CHRIST CHARITABLE TRUST &amp; Design</b></p> 	85880354	3/19/13	4388239	8/20/13
	85816987	1/7/13	4391531	8/27/13
<p><b>COLD FORCE MACHINE FILM &amp; Design</b></p> 	85721011	9/5/12	4463700	1/7/14
<p><b>FORCE V MACHINE FILM &amp; Design</b></p> 	85721044	9/5/12	4475853	1/28/14
<p><b>GLOBAL FORCE MACHINE FILM&amp; Design</b></p> 	85721060	9/5/12	4475854	1/28/14



Mark	Application No.	Application Date	Registration No.	Registration Date
<p><b>NEXUS MACHINE FILM &amp; Design</b></p> 	85721085	9/5/12	4475855	1/28/14
<p><b>SPARTAN HANDFILM &amp; Design</b></p> 	85721122	9/5/12	4475856	1/28/14
<p><b>TORQUE MACHINE FILM &amp; Design</b></p> 	85721152	9/5/12	4475858	1/28/14
<p><b>TORQUE HANDFILM &amp; Design</b></p> 	85721188	9/5/12	4467385	1/14/14

Mark	Application No.	Application Date	Registration No.	Registration Date
<b>ULTIMATE FORCE MACHINE FILM &amp; Design</b>  	85721217	9/5/12	4463701	1/7/14
	85383108	7/28/11	4231033	10/23/12
COLD FORCE	77917078	1/21/10	3945654	4/12/11
NEXUS	77907576	1/8/10	4400416	9/10/13
POWER FORCE	77725745	4/30/09	3715045	11/24/09
GLOBAL FORCE	77724838	4/29/09	3714960	11/24/09
TORQUE	77724226	4/28/09	3718149	12/1/09
FORCE FILMS	77724255	4/28/09	3714913	11/24/09
FORCE V	77724278	4/28/09	3714916	11/24/09
SPARTAN	77398666	2/15/08	3624147	5/19/09
ULTIMATE FORCE	78500072	10/14/04	3062712	2/28/06
EDGE STRETCH FILM	75537053	8/17/98	2567767	5/7/02
<b>EDGE STRETCH FILM &amp; Design</b>  	75537272	8/17/98	2742225	7/29/03
GLOBAL WRAP	74590718	10/26/94	2660963	12/17/02

Mark	Application No.	Application Date	Registration No.	Registration Date
	73833275	10/23/89	1609053	8/7/90
PARAGON	73833468	10/23/89	1598570	5/29/90
FORCE	73833469	10/23/89	1598571	5/29/90