

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517249

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paragon Films, Inc.		03/29/2019	Corporation: OKLAHOMA
RECEIVING PARTY DATA			
Name:	Newstone Capital Partners, LLC		
Street Address:	3963 Maple Avenue, Ste 100		
Internal Address:	Reagan Place at Old Parkland		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75219		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	4391531		
Registration Number:	1609053		
Registration Number:	3945654	COLD FORCE	
Registration Number:	4463700	COLD FORCE MACHINE FILM	
Registration Number:	4614558	CREATE. CONNECT. INSPIRE.	
Registration Number:	2567767	EDGE STRETCH FILM	
Registration Number:	2742225	EDGE STRETCH FILM	
Registration Number:	1598571	FORCE	
Registration Number:	3714913	FORCE FILMS	
Registration Number:	3714916	FORCE V	
Registration Number:	4475853	FORCE V MACHINE FILM	
Registration Number:	3714960	GLOBAL FORCE	
Registration Number:	4475854	GLOBAL FORCE MACHINE FILM	
Registration Number:	2660963	GLOBAL WRAP	
Registration Number:	4400416	NEXUS	
Registration Number:	4475855	NEXUS MACHINE FILM	
Registration Number:	1598570	PARAGON	
Registration Number:	4388239	PARAGON FILMS FOR CHRIST CHARITABLE TRUS	

OP \$865.00 4391531

Property Type	Number	Word Mark
Registration Number:	4388240	PARAGONU
Registration Number:	3715045	POWER FORCE
Registration Number:	3624147	SPARTAN
Registration Number:	4475856	SPARTAN HANDFILM
Registration Number:	3718149	TORQUE
Registration Number:	4475858	TORQUE MACHINE FILM
Registration Number:	4467385	TORQUE HANDFILM
Registration Number:	4388241	U
Registration Number:	4463701	ULTIMATE FORCE MACHINE FILM
Registration Number:	3062712	ULTIMATE FORCE
Registration Number:	5657263	
Registration Number:	5657251	PARAGON FILMS
Registration Number:	5587881	PARAGON FILMS DESTINATION SECURED
Registration Number:	5496571	PARAGON FILMS
Registration Number:	5657252	DESTINATION SECURED
Registration Number:	4231033	M80

CORRESPONDENCE DATA

Fax Number: 2142207716

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: 2146617324

Email: sbertino@velaw.com

Correspondent Name: Shannon Bertino

Address Line 1: 2001 Ross Avenue, Ste 3900

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	NEW626/58013
NAME OF SUBMITTER:	Shannon Bertino
SIGNATURE:	/Shannon Bertino/
DATE SIGNED:	04/03/2019

Total Attachments: 10

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Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent (as defined below) pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the First Lien Intercreditor Agreement (as defined in the Second Lien Credit Agreement (as defined below)). In the event of any conflict between the terms of the First Lien Intercreditor Agreement and this Trademark Security Agreement, the terms of the First Lien Intercreditor Agreement shall control to the extent set forth therein.

TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

THIS TRADEMARK SECURITY AGREEMENT (SECOND LIEN), dated as of March 29, 2019 (this "Trademark Security Agreement"), is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Newstone Capital Partners, LLC, as Agent (as defined in the Second Lien Credit Agreement referred to below) (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Second Lien Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of March 29, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and Agent, the Lenders 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 Second Lien 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 "Second Lien Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Second Lien Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Second Lien 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 and the Agent to enter into the Second Lien Credit Agreement and to induce the Lenders 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:

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

Section 2. 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.

Section 3. **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 Second Lien 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 Second Lien Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. **Grantor Remains Liable.** Each Grantor hereby agrees that, subject to the terms and conditions of the Second Lien Credit Agreement and the Second Lien 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.

Section 5. **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.

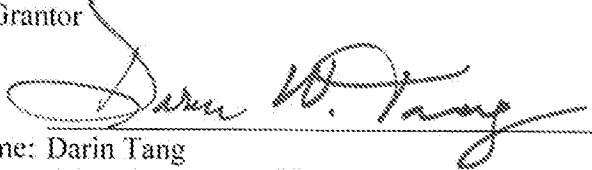
Section 6. **Governing Law.** This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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: Darin Tang
Title: Chief Executive Officer and President

[Signature Page to Trademark Security Agreement (Second Lien)]

TRADEMARK
REEL: 006608 FRAME: 0556

ACCEPTED AND AGREED

as of the date first above written:

NEWSTONE CAPITAL PARTNERS, LLC,
as Agent

By: 
Name: John C. Rocchio
Title: Managing Director


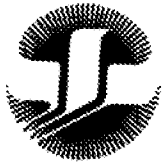

[Signature Page to Trademark Security Agreement (Second Lien)]

TRADEMARK
REEL: 006608 FRAME: 0557

SCHEDULE 1
TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Case Ref.	Mark	Country	Application No.	Date Filed	Registration No.	Registered Date
21272-11.1		U.S.	85816987	7-Jan-2013	4391531	27-Aug-2013
21272-11.2		U.S.	73833275	23-Oct-1989	1609053	07-Aug-1990
21272-11.3	COLD FORCE	U.S.	77917078	21-Jan-2010	3945654	12-Apr-2011
21272-11.5	COLD FORCE MACHINE FILM & Design 	U.S.	85721011	5-Sep-2012	4463700	7-Jan-2014
21272-11.6	CREATE. CONNECT. INSPIRE.	U.S.	85886285	26-Mar-2013	4614558	30-Sep-2014
21272-11.7	EDGE STRETCH FILM	U.S.	75537053	17-Aug-1998	2567767	07-May-2002

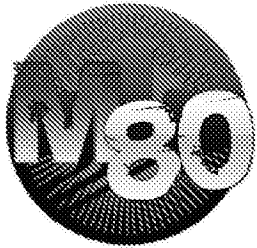
Case Ref.	Mark	Country	Application No.	Date Filed	Registration No.	Registered Date
21272-11.8	EDGE STRETCH FILM & Design 	U.S.	75537272	17-Aug-1998	2742225	29-Jul-2003
21272-11.9	FORCE	U.S.	73833469	23-Oct-1989	1598571	29-May-1990
21272-11.10	FORCE FILMS	U.S.	77724255	28-Apr-2009	3714913	24-Nov-2009
21272-11.12	FORCE V	U.S.	77724278	28-Apr-2009	3714916	24-Nov-2009
21272-11.13	FORCE V MACHINE FILM & Design 	U.S.	85721044	5-Sep-2012	4475853	28-Jan-2014
21272-11.15	GLOBAL FORCE	U.S.	77724838	29-Apr-2009	3714960	24-Nov-2009
21272-11.16	GLOBAL FORCE MACHINE FILM & Design 	U.S.	85721060	5-Sep-2012	4475854	28-Jan-2014
21272-11.17	GLOBAL WRAP	U.S.	74590718	26-Oct-1994	2660963	17-Dec-2002

Case Ref.	Mark	Country	Application No.	Date Filed	Registration No.	Registered Date
21272-11.20	NEXUS	U.S.	77907576	08-Jan-2010	4400416	10-Sep-2013
21272-11.21	NEXUS MACHINE FILM & Design 	U.S.	85721085	5-Sep-2012	4475855	28-Jan-2014
21272-11.22	PARAGON	U.S.	73833468	23-Oct-1989	1598570	29-May-1990
21272-11.23	PARAGON FILMS FOR CHRIST CHARITABLE TRUST & Design 	U.S.	85880354	19-Mar-2013	4388239	20-Aug-2013
21272-11.24	PARAGONU	U.S.	85880901	20-Mar-2013	4388240	20-Aug-2013
21272-11.26	POWER FORCE	U.S.	77725745	30-Apr-2009	3715045	24-Nov-2009
21272-11.27	SPARTAN	U.S.	77398666	15-Feb-2008	3624147	19-May-2009

Schedule 1-3

Case Ref.	Mark	Country	Application No.	Date Filed	Registration No.	Registered Date
21272-11.30	SPARTAN HANDFILM & Design 	U.S.	85721122	5-Sep-2012	4475856	28-Jan-2014
21272-11.32	TORQUE	U.S.	77724226	28-Apr-2009	3718149	01-Dec-2009
21272-11.34	TORQUE MACHINE FILM & Design 	U.S.	85721152	5-Sep-2012	4475858	28-Jan-2014
21272-11.35	TORQUE HANDFILM & Design 	U.S.	85721188	5-Sep-2012	4467385	14-Jan-2014
21272-11.36	U & Design 	U.S.	85880918	20-Mar-2013	4388241	20-Aug-2013

Case Ref.	Mark	Country	Application No.	Date Filed	Registration No.	Registered Date
21272-11.38	<p>ULTIMATE FORCE MACHINE FILM & Design</p> 	U.S.	85721217	5-Sep-2012	4463701	7-Jan-2014
21272-11.39	<p>ULTIMATE FORCE</p> 	U.S.	78500072	14-Oct-2004	3062712	28-Feb-2006
		U.S.	87667608	01-Nov-2017	5657263	15-JAN-2019
	<p>PARAGON FILMS & Design</p> 	U.S.	87665898	31-Oct-2017	5657251	15-JAN-2019
	<p>PARAGON FILMS DESTINATION SECURED & Design</p> 	U.S.	87665900	31-Oct-2017	5587881	16-OCT-2018
	<p>PARAGON FILMS</p> 	U.S.	87665895	31-Oct-2017	5496571	19-Jun-2018

Case Ref.	Mark	Country	Application No.	Date Filed	Registration No.	Registered Date
	DESTINATION SECURED	U.S.	87665907	31-Oct-2017	5657252	15-JAN-2019
		U.S.	85383108	28-July-2011	4231033	23-Oct-2012