

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520140

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INKUP, LLC		04/02/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK		
Street Address:	406 Blackwell Street		
Internal Address:	Suite 240		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	STATE CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4049256	MODIFY	
Registration Number:	4863059	SHOW YOUR COLORS	
CORRESPONDENCE DATA			
Fax Number:	9192823941		
<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:	919-314-3086		
Email:	diligencereview@square1bank.com		
Correspondent Name:	PACIFIC WESTERN BANK		
Address Line 1:	406 BLACKWELL STREET		
Address Line 2:	SUITE 240		
Address Line 4:	DURHAM, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	Nicholas Nance		
SIGNATURE:	/NicholasNance- TKF/		
DATE SIGNED:	04/22/2019		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 2, 2019, is made by INKUP, LLC, a Delaware limited liability company (the "Grantor"), in favor of PACIFIC WESTERN BANK, as agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 28, 2018 (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified and in effect, the "Credit Agreement"), by and among CUSTOMINK, LLC, a Delaware limited liability company, CUSTOMINK RETAIL, INC., a Delaware corporation, CUSTOMINK STORES, LLC, a Delaware limited liability company, REPRESENT INTERNATIONAL, LLC (F/K/A REPRESENT INTERNATIONAL INC.), a Delaware limited liability company, and REPRESENT HOLDINGS, LLC, a Delaware limited liability company (individually and collectively, the "Original Borrower"), the other Credit Parties party thereto, 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; and

WHEREAS, the Original Borrower is party to a Security Agreement, dated as of November 28, 2018 in favor of Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor granted to Agent a security interest in the collateral defined therein; and

WHEREAS, pursuant to the terms of the Joinder and Consent Agreement (including all annexes, exhibits and schedules thereto, the "Joinder Agreement"), dated as of even date herewith, by and among Original Borrower, the other Credit Parties party thereto, the Lenders, Agent, and Grantor (Grantor, together with Original Borrower, individually and collectively, "Borrower"), Grantor became party to the Credit Agreement and the Security Agreement, as a "Borrower" and "Grantor" thereunder;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, 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, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Lender Parties, and grants to Agent for the benefit of the Lender Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto;
- (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. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. 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 their Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 5. Termination. This Trademark Agreement shall terminate and the Lien on and security interest in the Trademarks shall be released upon the Payment in Full of all Obligations under the Loan Documents. Upon the termination of this Trademark Security Agreement, the Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademarks granted herein.

Section 6. 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.

Section 7. 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 PAGE FOLLOWS]

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.

Very truly yours,

INKUP, LLC, as Grantor

By: CustomInk, LLC, its sole managing member

By: 

Name: Kevin Cheetham

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006624 FRAME: 0882

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

United States Trademark Registrations

1. REGISTERED TRADEMARKS

<u>No.</u>	<u>Registration OR Filing Date</u>	<u>Registration &/OR Serial Number</u>	<u>Mark</u>
1.	11/1/2011	4,049,256	Modify
2.	4/25/2015	4,863,059	Show Your Colors