

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522086

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CustomInk, LLC		05/03/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Administrative Agent		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2714550	CUSTOM INK	
Registration Number:	4392411	T-SHIRTS UNITE!	
Registration Number:	4506220	T-SHIRTS UNITE!	
Registration Number:	4382420	CUSTOM INK	
Registration Number:	4382403		
Registration Number:	4386573	CUSTOMINK	
Registration Number:	4382417	CUSTOMINK	
CORRESPONDENCE DATA			
Fax Number:	2125562222		
<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:	2127905315		
Email:	dnelson@kslaw.com		
Correspondent Name:	Danielle Nelson c/o King & Spalding LLP		
Address Line 1:	1185 Avenue of the Americas		
Address Line 2:	FL 35		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	18876.515045		

CH \$190.00 2714550

NAME OF SUBMITTER:	Danielle Nelson
SIGNATURE:	/s/ Danielle Nelson
DATE SIGNED:	05/03/2019
Total Attachments: 5 source=Project Unite - Trademark Security Agreement (Borrower) (Executed)#page1.tif source=Project Unite - Trademark Security Agreement (Borrower) (Executed)#page2.tif source=Project Unite - Trademark Security Agreement (Borrower) (Executed)#page3.tif source=Project Unite - Trademark Security Agreement (Borrower) (Executed)#page4.tif source=Project Unite - Trademark Security Agreement (Borrower) (Executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 3, 2019, is made by CustomInk, LLC (the “Grantor”), in favor of PNC Bank, National Association, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 3, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among UniteCo Merger Sub, LLC, a Delaware limited liability company, to be merged with and into CustomInk, LLC, a Delaware limited liability company, CustomInk Parent, LLC, a Delaware limited liability company, the Lenders and the L/C Issuers from time to time party thereto and the Administrative Agent, the Lenders, the L/C Issuers and each other Secured Party have severally agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of May 3, 2019 in favor of the Administrative Agent (the “Guaranty and Security Agreement”), to guarantee certain applicable Obligations (as defined in the Credit Agreement); and

WHEREAS, Grantor is a party to the Guaranty and Security Agreement pursuant to which Grantor is 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, each other Secured Party and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders, the L/C Issuers and each other Secured Party to make their respective extensions of credit to Grantor thereunder, Grantor hereby agrees with the Administrative Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. 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 Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 registrations and applications for registration for United States Trademarks (other than those relating solely to Foreign Subsidiaries (as defined in the Credit Agreement)), 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.

Notwithstanding the foregoing, there shall be no Lien on or security interest granted or pledged by any Grantor in any Excluded Collateral, including, without limitation, a Trademark application that is filed on an "intent-to-use" basis prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable United States law.

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 Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.


Section 4. 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 5. 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, 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.

CUSTOMINK, LLC
as Grantor


By: 

Name: Michael Kumin

Title: Treasurer

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name Graham Holding
Title Vice President

Schedule 1

Trademarks

Owner	Title	Application No.	Application Date	Registration No.	Registration Date	Case Status
CustomInk, LLC	CUSTOM INK	78/006571	May-02-2000	2714550	May-06-2003	Registered
CustomInk, LLC	T-SHIRTS UNITE!	85/979197	Jun-20-2012	4392411	Aug-27-2013	Registered
CustomInk, LLC	T-SHIRTS UNITE!	85/657301	Jun-20-2012	4506220	Apr-01-2014	Registered
CustomInk, LLC	CUSTOM INK	85/658533	Jun-21-2012	4382420	Aug-13-2013	Registered
CustomInk, LLC	INKY Logo	85/657310	Jun-20-2012	4382403	Aug-13-2013	Registered
CustomInk, LLC	CUSTOMINK and INKY Logo (Stacked)	85/658553	Jun-21-2012	4386573	Aug-20-2013	Registered
CustomInk, LLC	CUSTOMINK & INKY Logo (Horizontal)	85/658447	Jun-21-2012	4382417	Aug-13-2013	Registered