

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524007

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Diamond Comic Distributors, Inc.		05/16/2019	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	1 S. Clinton Ave., 7th Fl. Mail Code NY3-T091		
Internal Address:	Diamond Comic Account Representative		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14604		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	1608222	COMIC DEFENSE SYSTEM	
Registration Number:	1903549	COMIC DEFENSE SYSTEM CD	
Registration Number:	4133426	COMICSHOPLOCATOR.COM	
Registration Number:	4170965	COMICSUITE	
Registration Number:	4170967	DIAMOND BOOK DISTRIBUTORS	
Registration Number:	4170968	DIAMOND COMIC DISTRIBUTORS	
Registration Number:	4170971	DIAMOND DAILY	
Registration Number:	4170975	DIAMOND GEM AWARDS	
Registration Number:	4170977	DIAMOND RETAILER SUMMIT	
Registration Number:	4137250	KIDSCOMICS.COM	
Registration Number:	4175059	TOY CHEST	
CORRESPONDENCE DATA			
Fax Number:	8883259172		
<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:	617-239-0567		
Email:	carla.hines@lockelord.com		
Correspondent Name:	Carla Hines		

CH \$290.00 1608222

Address Line 1: 111 Huntington Avenue
Address Line 2: Locke Lord LLP
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER: 1444099.00084

NAME OF SUBMITTER: Carla Hines

SIGNATURE: /s/ Carla Hines

DATE SIGNED: 05/17/2019

Total Attachments: 6

source=diamondtsa#page1.tif
source=diamondtsa#page2.tif
source=diamondtsa#page3.tif
source=diamondtsa#page4.tif
source=diamondtsa#page5.tif
source=diamondtsa#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 16, 2019, is executed by DIAMOND COMIC DISTRIBUTORS, INC., a Maryland corporation (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as sole initial lender (the "Lender") under the below-referenced Credit Agreement.

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Credit Agreement, dated as of May 16, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor (in its capacity as the initial "Borrower" under the Credit Agreement, and together with the other Persons from time to time party to the Credit Agreement as additional "Borrowers", collectively, the "Borrowers" and each, individually, a "Borrower"), Comic Exporters, Inc., a Maryland corporation ("Exporters"), Comic Holdings, Inc., a Maryland corporation ("Holdings"), and Diamond Comic Distributors, an unlimited company organized under the laws of England and Wales ("DCDUK", and together with the Borrowers, Exporters, and Holdings, collectively, the "Loan Parties" and each a "Loan Party"), and the Lender, the Lender has agreed to extend credit and make certain financial accommodations to the Borrowers;

WHEREAS pursuant to the terms of that certain Security Agreement, dated as of May 16, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other Loan Parties from time to time party thereto, and the Lender, the Grantor has granted to the Lender a security interest and continuing lien on all of the Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising to secure the prompt and complete payment and performance of all Secured Obligations (as defined in the Credit Agreement) including the Secured Obligations of the Grantor under the Credit Agreement;

WHEREAS, the parties to the Credit Agreement contemplate and intend that the Lender shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under the Credit Agreement and the Security Agreement in connection with all of the Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms used herein have the meanings given to them in the Credit Agreement and/or the Security Agreement as applicable.

Section 2. Grant of Security Interest in Trademarks

The Grantor hereby grants to the Lender a security interest in and continuing lien on, all of the Grantor's right, title and interest in, to and under the Trademarks, including but not limited to the Trademarks listed in Schedule A attached hereto, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance of the Secured Obligations in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof), of all Secured Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Recordation

The Grantor hereby authorizes and requests that the United States Patent and Trademark Office and any other applicable United States government authority record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.


This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

GRANTOR:


DIAMOND COMIC DISTRIBUTORS, INC., as
Grantor

By: 
Name: Larry H. Swanson
Title: Treasurer

Acknowledged and Agreed:

LENDER:

JPMORGAN CHASE BANK, N.A., as Lender

By: 
Name: Marie C. Duhamel
Title: Authorized Officer

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

UNITED STATES REGISTERED TRADEMARKS

<u>Grantor</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Diamond Distributors, Inc.	Comic Defense System	07/31/90	1608222
Diamond Distributors, Inc.	Comic Defense System & design	07/04/95	1903549
Diamond Distributors, Inc.	Comicsshoplocator.com (Word Mark)	04/24/12	4133426
Diamond Distributors, Inc.	ComicSuite (Word Mark)	07/10/12	4170965
Diamond Distributors, Inc.	Diamond Book Distributors (Word Mark)	07/10/12	4170967
Diamond Distributors, Inc.	Diamond Comic Distributors (Word Mark)	07/10/12	4170968
Diamond Distributors, Inc.	Diamond Daily (Word Mark)	7/10/12	4170971
Diamond Distributors, Inc.	Diamond GEM Awards (Word Mark)	07/10/12	4170975
Diamond Distributors, Inc.	Diamond Retailer Summit (Word Mark)	07/10/12	4170977
Diamond Distributors, Inc.	Kidscomics.com	05/01/12	4137250
Diamond Distributors, Inc.	Toy Chest	07/17/12	4175059

UNITED STATES TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Trademark</u>	<u>Application Date</u>	<u>Serial Number</u>
None.			