

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525230

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POP Displays USA, LLC		05/28/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Stonegate Asset Company II, LLC		
Street Address:	123 N. Wacker Drive, Suite 1160		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4354901	DISPLAY OPTIMIZER	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	312-863-7267		
Email:	jaclyn.digrande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7943.002		
NAME OF SUBMITTER:	Jaclyn Di Grande		
SIGNATURE:	/jaclyn di grande/		
DATE SIGNED:	05/28/2019		
Total Attachments: 12			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**Agreement**") is executed and delivered as of May 28, 2019, by POP Displays USA, LLC, a Delaware limited liability company ("**Borrower**"), to Stonegate Asset Company II, LLC, a Delaware limited liability company ("**Lender**").

WITNESSETH:

WHEREAS, contemporaneously herewith, Borrower desires Lender to provide certain extensions of credit, loans and other financial accommodations (the "**Financial Accommodations**") to Borrower pursuant to (a) that certain Loan and Security Agreement of even date herewith, by and between Borrower, POP Displays Intermediary Corp., a Delaware corporation, and Lender (as amended or restated from time to time, the "**Loan Agreement**"), (b) that certain Revolving Note of even date herewith executed and delivered by Borrower to Lender in a maximum aggregate principal amount not to exceed Twelve Million and no/100 Dollars (\$12,000,000.00) (as amended or restated from time to time, the "**Revolving Note**"), and (c) the other agreements, documents and instruments now or at any time hereafter executed and delivered in connection with the foregoing (the "**Other Agreements**") (the Other Agreements, together with the Loan Agreement, the Revolving Note and any other agreements, documents and instruments now or at any time hereafter executed and delivered in connection with the foregoing are collectively, the "**Loan Documents**");

WHEREAS, pursuant to the Loan Documents, Borrower granted to Lender a security interest in and lien on the Collateral, including, without limitation, patents, trademarks, trademark registrations, trade names, copyrights, applications therefor and other intellectual or proprietary rights or interests of any kind, nature or description whatsoever (other than Excluded Assets);

WHEREAS, Lender is willing to provide the Financial Accommodations to Borrower, provided, among other things, Borrower executes and delivers this Agreement to Lender.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of Borrower and Lender set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower covenants unto and agrees with Lender as follows:

1. **Incorporation of Loan Agreement.** The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms that are capitalized and used herein (including in the Schedules hereto) that are not otherwise defined herein shall have the meaning ascribed to such terms in the Loan Agreement.

2. **Collateral Assignment of Intellectual Property.** To secure the full and timely payment and performance of the Obligations, Borrower hereby grants and conveys to Lender a security interest in and lien on all of Borrower's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (collectively, the "**Intellectual Property Collateral**");

A. (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on Schedule "A", (ii) any reissues, continuations, extensions or renewals thereof, (iii) all products, income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for (a) any past, present and future infringements or dilution thereof and (b) injury to the goodwill associated with any Trademark, and (v) all rights corresponding thereto throughout the world; provided that any intent-to-use trademark application, prior to the filing and acceptance of evidence of the use of such trademark in interstate commerce to the extent that and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable law, such intent-to-use trademark application shall constitute an Excluded Asset (collectively, the "**Trademarks**");

B. (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on Schedule "B", (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all products, income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively, the "**Patents**");

C. (i) copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on Schedule "C", (ii) renewals, reissues, continuations or extensions thereof, (iii) all products income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the "**Copyrights**");

D. license agreements for Trademarks, Patents and Copyrights, whether Borrower is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule "D", and the right to prepare for sale, sell and advertise for sale all "**Inventory**" as defined in the Loan Agreement now or hereafter owned by Borrower and now or hereafter covered by such licenses (collectively, the "**Licenses**"); and

E. the goodwill of Borrower's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

This Agreement is made for collateral purposes only. For purposes of clarity, the parties agree and acknowledge that nothing in this Agreement creates or is intended to create a present transfer of any rights (other than the grant of the security interest set forth herein for collateral purposes only), title or interest in the Intellectual Property Collateral and, that unless the parties otherwise agree or following the occurrence and during the continuance of an Event of Default and subject to the terms set forth more fully in the Loan Agreement, no such transfer is intended to occur in the future. Borrower acknowledges and agrees that upon the occurrence and continuance of an Event of Default, and upon written notice to Borrower, the Intellectual Property Collateral shall

be immediately conveyed to Lender without any further action by any party, and Lender shall have, in accordance with their rights as a security party solely, the power to use and/or sell the Intellectual Property Collateral. Borrower covenants and agrees to execute and deliver to Lender all agreements, instruments, documents and other written matter that Lender may request, in form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interest and lien in and to the Intellectual Property Collateral and to consummate the transactions contemplated by this Section 2.

3. **Restrictions on Future Agreements.**

A. Borrower agrees that until the Obligations shall have been "Paid in Full" as defined below, Borrower will not, without Lender's prior written consent, sell or assign its interest in, or grant any license under, any Intellectual Property Collateral or enter into any other agreement with respect to any Intellectual Property Collateral. Borrower further agrees that it will not take any action, or permit any action to be taken by others subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Lender under this Agreement.

B. Borrower hereby represents and warrants to Lender that Borrower has not granted any license to any Person other than Lender in connection with any of the Intellectual Property Collateral. Borrower hereby covenants unto Lender that until the Obligations shall have been Paid in Full, Borrower shall not grant any license to any third party in connection with the Intellectual Property Collateral, except as permitted pursuant to the Loan Agreement, without Lender's prior written consent, which consent shall not be unreasonably withheld.

As used herein, "Paid in Full," " shall mean, as of any date of determination with respect to the Senior Debt, that: (a) all of such Senior Debt (other than contingent indemnification obligations not yet due and payable or with respect to which a claim may not yet have been reasonably asserted) has been paid in full in cash, (b) no Person has any further right to obtain any loans or other extensions of credit under the Senior Debt Documents, and (c) any costs, expenses and contingent indemnification obligations which are not yet due and payable but with respect to which a claim may reasonably be expected to be asserted by Senior Lender, are backed by standby letters of credit (issued by a bank, and in form and substance, acceptable to Senior Lender) or cash collateralized, in each case in an amount reasonably estimated by Senior Lender at such time to be the amount of costs, expenses and contingent indemnification obligations that may become due and payable.

4. **New Trademarks, Patents, Copyrights and Licenses.** Borrower represents and warrants that the Trademarks, Patents, Copyrights and Licenses listed on Schedules "A", "B", "C" and "D" respectively constitute all of the trademarks, trademark registrations, patents, patent registrations, copyrights, applications therefor and licenses (other than license agreements for commercially available off-the-shelf software that is generally available to the public) now owned by Borrower. If, prior to payment of the Obligations in full, Borrower shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, application for copyright registration or licenses (other than license agreements for commercially available off-the-shelf software that is generally available to the public), (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, copyright, application for copyright registration or license

renewal or (iii) become aware of any trademark, trademark registration, trademark application, copyright, application for copyright registration or license renewal, the provisions of this Agreement shall automatically apply thereto and Borrower shall provide Lender with prompt notice thereof. Borrower hereby authorizes Lender to modify this Agreement by amending Schedules "A", "B", "C" and "D" to include any future trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, applications for copyright registration and licenses.

5. **Royalties; Terms.** Borrower hereby agrees that the use by Lender of all Intellectual Property Collateral after an Event of Default as described above shall be without any liability for royalties or other related charges from Lender to Borrower. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Patents, Copyrights and Licenses assigned hereunder, or (ii) the payment to Lender of the Obligations in full and the termination of the Loan Documents.

6. **Lender's Right to Inspect.** Subject to the limitations set forth in Section 8.14 of the Loan Agreement, Lender shall have the right to inspect Borrower's premises and to examine Borrower's books, records and operations, including, without limitation, Borrower's quality control processes. Upon an Event of Default, Borrower agrees that Lender shall have the right to establish such additional product quality controls as Lender, in its sole discretion, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks, Patents, Copyrights or Licenses. Borrower agrees (i) not to sell or assign its interest in, or grant any licenses under, the Trademarks, Patents, Copyrights or Licenses, except as permitted pursuant to the Loan Agreement; (ii) to maintain the quality of any and all products produced in connection with the Intellectual Property Collateral consistent with the quality of said products as of the date hereof; and (iii) not to materially adversely change or alter the quality of said products in any way without Lender's prior written consent.

7. **Nature and Termination of Lender's Security Interest.** This Agreement is made for collateral purposes only. Except as otherwise provided in Sections 3, 6 and 13 hereof, nothing contained herein shall be deemed to limit in any way Borrower's right to use the Trademarks, Patents, Copyrights or Licenses or to grant to Lender any right to use the Trademarks, Patents, Copyrights or Licenses prior to an Event of Default.

8. **Duties of Borrower.** Borrower shall have the duty (i) to file and prosecute diligently any trademark, patent and copyright registration pending as of the date hereof or at any time hereafter, until the Obligations shall have been paid in full, (ii) to make applications for trademarks, patents and copyrights, as appropriate, (iii) to preserve and maintain all rights in such Intellectual Property Collateral and (iv) to ensure such Intellectual Property Collateral is and remains enforceable. Any expenses incurred in connection with such applications shall be borne by Borrower. Borrower shall not abandon any Intellectual Property Collateral, except as permitted pursuant to the Loan Agreement.

9. **Lender's Right to Sue.** Upon the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or in the name of Borrower to enforce the Trademarks, Patents, Copyrights and Licenses. If Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all acts and execute any and all instruments, documents and agreements required by

Lender to enforce such Intellectual Property Collateral, and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all reasonable and documented out-of-pocket costs and expenses (including, without limitation, reasonable and documented out-of-pocket attorney's fees and expenses) incurred by Lender in the exercise of its rights and remedies under this Section 9.

10. **Waivers.** Lender's failure at any time or times hereafter to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an Event of Default shall not suspend, waive or affect any other Event of Default, whether same is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, warranties, covenants and representations of Borrower contained in this Agreement and no Event of Default by Borrower shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing signed by an officer of Lender and directed to Borrower specifying such suspension or waiver.

11. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Lender's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by the Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power, upon and during an Event of Default and commencement by Lender of any of its rights and remedies whatsoever, whether pursuant to this Agreement, the Loan Documents, at law, in equity or otherwise, to (a) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in connection with the use or selling of the Intellectual Property Collateral, (b) take any other actions with respect to the Intellectual Property Collateral as Lender decides in its sole and absolute discretion, (c) assign, pledge, sell, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to any person or entity as Lender may determine in its discretion, and (d) grant or issue any non-exclusive license under the Intellectual Property Collateral, to any person or entity. Borrower agrees to indemnify Lender for any infringement claims or other similar claims filed or asserted against Lender from the use of any of the Intellectual Property Collateral. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been Paid in Full. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Documents, at law or in equity, but rather is in addition to and intended to facilitate the exercise of such rights and remedies.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lender, its nominees, successors and assigns.

15. **Notice.** Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties hereto at their addresses set forth in the Loan Agreement and shall be effective as set forth in the Loan Agreement.

16. **Choice of Law.** ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF ILLINOIS OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS; PROVIDED THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE LENDER FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION. THE BORROWER HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS AND OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. THE BORROWER FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF ILLINOIS. THE BORROWER HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

17. **Counterparts.** This Agreement may be executed and accepted in any number of counterparts, each of which shall be an original with the same effect as if the signatures were on the same instrument. The delivery of an executed counterpart of a signature page to this Agreement by facsimile or .pdf shall be effective as delivery of a manually executed counterpart of this Agreement.

18. **Governing Law.** This Agreement shall be deemed to be delivered and accepted in and shall be deemed to be a contract made under and governed by the internal laws of the State of Illinois (but giving effect to federal laws applicable to national banks) applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

[signature page follows]

IN WITNESS WHEREOF, Borrower's duly authorized officer has executed this Agreement as of the date first set forth above.

POP DISPLAYS USA, LLC,
a Delaware limited liability company

By: 
Name: Stephen Rossi
Its: Vice President

ACCEPTANCE

The undersigned, Stonegate Asset Company II, LLC, a Delaware limited liability company, accepts the foregoing collateral assignment of Intellectual Property.

STONEGATE ASSET COMPANY II, LLC
a Delaware limited liability company

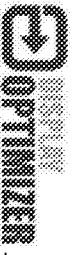
By: _____

Name: Ryan Woody

Title: Managing Director

SCHEDULE A-

Trademarks and Trademark Registrations

U.S. Trademark Registration Number	Filing Date	Registration Date	Title
4354901	February 13, 2012	June 18, 2013	DISPLAY OPTIMIZER 

SCHEDULE B
Patents and Patent Registrations

U.S. Patent Application Serial Number	U.S. Patent Application Filing Date	Title	U.S. Patent Number	U.S. Patent Issue Date
12/761,963	December 30, 2008	Universal Attraction Bracket	7,658,897	February 2, 2010
12/621,152	November 14, 2009	User-Shift Lighting System	8,115,795	July 10, 2013
12/714,348	February 26, 2010	Winged Swivel	8,583,817	October 22, 2013
12/788,815	April 23, 2010	Low Voltage Illumination Sign Assembly for Retail Display Shelf System	8,686,935	February 11, 2014
13/931,966	June 30, 2013	Two Tiered Shelf Display	8,925,748	January 6, 2015
14/789,435	December 23, 2013	Display Assembly Support with Low Voltage LED	9,409,681	April 21, 2017
14/951,921	February 26, 2015	Display Assembly	9,486,089	November 8, 2018
15/438,823	February 21, 2017	Display Assembly		

SCHEDULE C

Copyrights and Copyright Applications

None.

SCHEDULE D

License Agreements

None.