

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM526972

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Studios Acquisition Corp, Inc.		04/30/2019	Corporation: DELAWARE
Digital Acquisition Corp, Inc.		04/30/2019	Corporation: DELAWARE
Gartner Studios, LLC		04/30/2019	Limited Liability Company: DELAWARE
Gartner Digital LLC		04/30/2019	Limited Liability Company: MINNESOTA
Gartner Retail Holdings LLC		04/30/2019	Limited Liability Company: MINNESOTA

## RECEIVING PARTY DATA

<b>Name:</b>	First Midwest Bank
<b>Street Address:</b>	180 North LaSalle Street, Suite 2500
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60601
<b>Entity Type:</b>	Banking Corporation: ILLINOIS

## PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
<b>Serial Number:</b>	87041864	GARTNER DIGITAL
<b>Serial Number:</b>	87678876	REVIVE
<b>Serial Number:</b>	88092196	SMIRK
<b>Registration Number:</b>	4026590	BUSY HANDS
<b>Registration Number:</b>	3982485	CAKE TATTOO
<b>Registration Number:</b>	3915576	COVER CREATOR DISCOVER YOUR COVER!
<b>Registration Number:</b>	3613239	DESIGNED AND CRAFTED BY GARTNER STUDIOS
<b>Registration Number:</b>	2980684	GARTNER STUDIOS
<b>Registration Number:</b>	4885865	GARTNER GREETINGS
<b>Registration Number:</b>	2022021	GEORGE STANLEY
<b>Registration Number:</b>	4944176	KEEPING IT TOGETHER
<b>Registration Number:</b>	4944177	
<b>Registration Number:</b>	1681167	MARA-MI

OP \$540.00 87041864

Property Type	Number	Word Mark
Registration Number:	3935024	MEMO MY ENVIRONMENT MY OFFICE
Registration Number:	4967323	LETTER IMPRESS
Registration Number:	2843489	R+H
Registration Number:	2439063	ROOBEE
Registration Number:	2944008	RUSSELL+HAZEL
Registration Number:	2719082	SMARTRULE
Registration Number:	2316216	WORLD OF JOURNALS
Registration Number:	2173175	ZOOMERANG

**CORRESPONDENCE DATA**

**Fax Number:** 3124996701

*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:** (312) 499-6700

**Email:** tapatterson@duanemorris.com

**Correspondent Name:** Brian P. Kerwin

**Address Line 1:** 190 South LaSalle Street, Suite 3700

**Address Line 2:** Duane Morris LLP

**Address Line 4:** Chicago, ILLINOIS 60603

**NAME OF SUBMITTER:** Brian P. Kerwin

**SIGNATURE:** /Brian P. Kerwin/

**DATE SIGNED:** 06/07/2019

**Total Attachments: 15**

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**AMENDED AND RESTATED CONFIRMATORY GRANT  
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS AMENDED AND RESTATED CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “**Confirmatory Grant**”) dated as of April 30, 2019, is made by STUDIOS ACQUISITION CORP, INC., a Delaware corporation (“**Buyer 1**”), DIGITAL ACQUISITION CORP, INC., a Delaware corporation (“**Buyer 2**”, together with Buyer 1, each individually a “**Buyer**” and collectively, “**Buyers**”), GARTNER STUDIOS, LLC, a Delaware limited liability company (“**Opco 1**”), GARTNER DIGITAL LLC, a Minnesota limited liability company (“**Opco 2**”, together with Opco 1, each individually an “**Operating Company**” and collectively, “**Operating Companies**”), and GARTNER RETAIL HOLDINGS LLC, a Minnesota limited liability company (“**Retail**”; together with Buyers and Operating Companies, sometimes hereinafter referred to individually and collectively as “**Loan Party**” and/or “**Loan Parties**”), in favor of FIRST MIDWEST BANK (together with its successors and assigns, the “**Lender**”). As used herein, the term “**Borrower**” means, individually and collectively (as applicable), Buyer 1, Opco 1, and Retail.

**RECITALS**

**WHEREAS**, Loan Parties and Lender are parties to that certain Loan and Security Agreement dated as of June 15, 2017 (as the same may be amended, restated, supplemented or modified from time to time, the “**Loan Agreement**”), which provides (i) for Lender to make certain loans to Borrower, and (ii) for the grant by Loan Parties to Lender of a security interest in Loan Parties’ assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof;

**WHEREAS**, the Loan Parties and Lender are party to that certain Confirmatory Grant of Security Interest in Intellectual Property dated as of June 15, 2017 (as amended or modified, the “**Original Confirmatory Grant**”), and the parties hereto desire to amend and restate such Original Confirmatory Grant; and

**WHEREAS**, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Loan Agreement to Lender. The rights and remedies of Lender with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Loan Agreement and the other Financing Agreements, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Loan Parties (intending to be legally bound) hereby agree as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All

terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Loan Agreement) of the Liabilities (other than inchoate indemnity obligations), each Loan Party hereby confirms its grant of (and each Loan Party does hereby grant) to Lender a continuing security interest in and to any and all of each Loan Party's right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property, wherever located (collectively, the "**Intellectual Property**"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit A** attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds 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, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the "**Patents**"); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on **Exhibit B** attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of each Loan Party's business connected with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world, if any, excluding any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted) (collectively, the "**Trademarks**"); and

(iii) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on **Exhibit C** attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the "**Copyrights**").

3. Effect on Loan Agreement. Each Loan Party acknowledges and agrees that this Confirmatory Grant is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement but rather is intended to be filed by Lender with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of Lender's security interest. Lender shall have, in addition to

all other rights and remedies given it by the terms of this Confirmatory Grant and the Loan Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of a conflict between the Loan Agreement and this Confirmatory Grant, the terms of the Loan Agreement shall control.

4. Remedies; Power of Attorney. Notwithstanding anything to the contrary contained herein: Upon the occurrence and during the continuance of any Event of Default, Lender shall have the rights and remedies described in the Loan Agreement, including, without limitation, the rights and remedies of a secured party under the Code and other applicable law, all of which remedies shall be cumulative, and non-exclusive, to the extent permitted by law. All of Lender's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Loan Party hereby authorizes Lender upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Loan Parties' true and lawful attorney-in-fact, with power to (i) endorse Loan Parties' name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Intellectual Property, or (ii) take any other actions with respect to the Intellectual Property as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Intellectual Property to any person or entity, or (iv) assign, pledge, sell, convey or otherwise transfer title in or dispose of any of the Intellectual Property to any Person. Each Loan Party hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable until all Liabilities shall have been Paid in Full in cash and the Loan Agreement has been terminated in accordance with its terms.

5. Release of Security Agreement. Upon the payment in full of the Liabilities (other than inchoate indemnity obligations) and the termination of the Loan Agreement in accordance with its terms, this Confirmatory Grant shall terminate, and Lender shall execute and deliver any document reasonably requested by Loan Parties, at Loan Parties' sole cost and expense, as shall be necessary solely to evidence termination of the security interest granted by Loan Parties to Lender in the Intellectual Property.

6. Severability. The provisions of this Confirmatory Grant 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 Confirmatory Grant in any jurisdiction.

7. Modification. This Confirmatory Grant cannot be altered, amended or modified in any way, except as specifically provided herein or by a writing signed by Loan Parties and Lender; provided, however, Lender is permitted to amend the Exhibits attached hereto in order to include new or additional Intellectual Property of Loan Parties after the date hereof (and make any subsequent filing or recordation to reflect such additional Intellectual Property).

8. Binding Effect; Benefits. This Confirmatory Grant shall be binding upon Loan Parties and their successors and permitted assigns, and shall inure to the benefit of Lender, its

successors, nominees and assigns; provided, however, Loan Parties shall not assign this Confirmatory Grant or any of Loan Parties' obligations hereunder without the prior written consent of Lender.

9. Headings; Counterparts. Titles and paragraph headings used herein are for convenience only and shall not substantively modify the provisions which they precede. This Confirmatory Grant may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

10. Further Assurances. Each Loan Party agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Confirmatory Grant and agreements set forth herein. Each Loan Party acknowledges that a copy of this Confirmatory Grant will be filed by Lender with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Loan Parties, and Loan Parties hereby authorize the Commissioner for Patents and Trademarks and Register of Copyrights and any other applicable governmental officials to record and register this Confirmatory Grant upon request of or direction by Lender or its agent.

11. GOVERNING LAW. THIS CONFIRMATORY GRANT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF ILLINOIS AND THE VALIDITY OF THIS CONFIRMATORY GRANT, ITS CONSTRUCTION, INTERPRETATION AND ENFORCEMENT, AND THE RIGHTS AND OBLIGATIONS OF PARTIES HEREUNDER, SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES.

12. Amendment and Restatement of Original Confirmatory Grant. On the date hereof (the "**Restatement Date**"), the Original Confirmatory Grant shall be modified, amended and restated by this Confirmatory Grant. The parties hereto acknowledge and agree that: (a) this Confirmatory Grant and the other agreements, instruments, certificates and documents executed and delivered in connection herewith do not constitute a novation, payment or termination of the "Liabilities" (as defined in the Original Confirmatory Grant) under the Original Confirmatory Grant as in effect prior to the Restatement Date; and (b) such "Liabilities" are in all respects continuing with only the terms thereof being amended and modified as provided in this Confirmatory Grant and the Loan Agreement. Without limitation of the foregoing, the Loan Parties hereby fully and unconditionally ratify and affirm the Original Confirmatory Grant, as amended, and agree that all security interests and other liens granted to Lender in the collateral thereunder shall from and after the date hereof secure all Liabilities hereunder in favor of Lender. Notwithstanding the amendments effected by this Confirmatory Grant of the representations, warranties and covenants of the Loan Parties contained in the Original Confirmatory Grant, the Loan Parties acknowledge and agree that any choses in action or other rights created in favor of Lender and its successors and assigns arising out of the representations and warranties of the Loan Parties contained in or delivered (including representations and warranties delivered in connection with the making of the loans or other extensions of credit thereunder) in connection with the


Original Confirmatory Grant, shall survive the execution and delivery of this Confirmatory Grant in favor of Lender. All indemnification obligations of the Loan Parties pursuant to the Original Confirmatory Grant shall survive the amendment and restatement of the Original Confirmatory Grant pursuant to this Confirmatory Grant.

[Signature Page Follows]

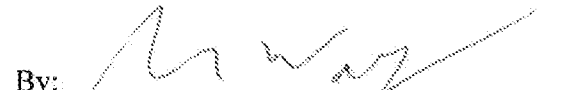
IN WITNESS WHEREOF, the undersigned Loan Parties have duly executed this Amended and Restated Confirmatory Grant of Security Interest in Intellectual Property in favor of Lender, as of the date first written above.

LOAN PARTIES:

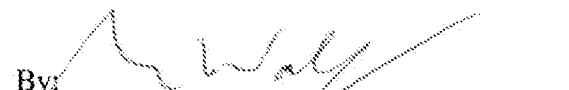
STUDIOS ACQUISITION CORP, INC.

By:   
\_\_\_\_\_  
Marc J. Walfish, President

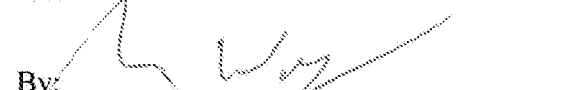
DIGITAL ACQUISITION CORP, INC.

By:   
\_\_\_\_\_  
Marc J. Walfish, President


GARTNER STUDIOS, LLC

By:   
\_\_\_\_\_  
Marc J. Walfish, President

GARTNER DIGITAL LLC

By:   
\_\_\_\_\_  
Marc J. Walfish, President

GARTNER RETAIL HOLDINGS LLC

By:   
\_\_\_\_\_  
Marc J. Walfish, President


Amended and Restated Confirmatory Grant of Security Interest in Intellectual Property



Acknowledged and Accepted:

LENDER:

FIRST MIDWEST BANK

By:   
\_\_\_\_\_

Name: Joseph Angel

Its: Senior Vice President

EXHIBIT A

PATENTS

None.

EXHIBIT B  
TRADEMARKS

Trademark Applications

Opco 2 filed a trademark application to register "GARTNER DIGITAL" (Serial No. 87/041,864) on May 18, 2016.

Opco 1 filed a trademark application to register "REVIVE" (Serial No. 87/678,876) on November 9, 2017.

Opco 1 filed a trademark application to register "SMIRK" (Serial No. 88-092,196) on August 24, 2018.

Trademarks

MARK	Borrower	International Class	DESCRIPTION OF GOODS	FILING DATE	REG. NO.	REG. DATE	STATUS
Busy Hands	Opco 1	16	Kits containing one or more of the following goods, namely, predesigned, scored and perforated paper, brads, predesigned paper stickers, paper bags, string and straws.	7/17/2009	4026590	9/13/2011	DEAD (cancelled)
Cake Tattoo	Opco 1	30	Edible food decorations for baked goods and bakery goods; preprinted edible decorating sheets for baked goods and bakery goods	4/6/2010	3982485	6/21/2011	DEAD (cancelled)
Cover Creator	Opco 1	16	Notebook cover decoration kits comprising notebooks, adhesive labels, paper	7/17/2009	3915576	2/8/2011	DEAD (cancelled)
Gartner Studios (graphic)	Opco 1	16	Paper products, namely, laser/inkjet printer compatible blank cards, invitations, announcements, envelopes, stationery, self-adhesive seals and labels	10/3/2007	3613239	4/28/2009	LIVE
GARTNER STUDIOS	Opco 1	16	Laser/inkjet printer compatible blank cards, invitations, announcements, envelopes, stationery, self-adhesive seals and labels	6/14/2004	2980684	8/2/2005	LIVE
Gartner Greetings	Opco 1	16	Greeting cards; Greetings cards and postcards; Paper	6/11/2015	4885865	1/12/2016	LIVE

MARK	Borrower	International Class	DESCRIPTION OF GOODS	FILING DATE	REG. NO.	REG. DATE	STATUS
			gift cards; Postcards and greeting cards.				
GEORGE STANLEY	Opc0 1	16	stationery products, namely, imprintable and letter writing stationery and envelopes; cards for use as invitations; announcement cards; greeting cards; note pads; place cards; stickers; post cards; address books; blank memorandum books; notecards; stationery type portfolios; gift wrapping paper; paper napkins; and gift enclosure cards.	12/8/1995	2022021	12/10/1996	LIVE
Keeping It Together	Opc0 1	16	Binders; Binders (office supplies); Blank or partially printed paper labels; Blank paper notebooks; Calendar desk pads; Calendar-finished paper; Calendars; Calendars and diaries; Desk calendars; File folders; Filing folders, paper labels and printed instructional materials for organizing personal files; Folders; Loose leaf binders; Notebook covers; Notebook covers made of plastic; Notebook dividers; Notebook paper; Notebooks; Paper notebooks; Printed paper labels; School supply kits containing various combinations of selected school supplies, namely, writing instruments, pens, pencils, mechanical pencils, erasers, markers, crayons, highlighter pens, folders, notebooks, paper, protractors, paper clips, pencil sharpeners, writing grips, glue and book marks; Spiral-bound notebooks; Three-ring binders; Wire-bound notebooks.	2/27/2015	4944176	4/26/2016	LIVE

MARK	Borrower	International Class	DESCRIPTION OF GOODS	FILING DATE	REG. NO.	REG. DATE	STATUS
KIT <i>Flower</i>	Opc0 1	16	Binders; Binders (office supplies); Blank or partially printed paper labels; Blank paper notebooks; Calendar desk pads; Calendar-finished paper; Calendars; Calendars and diaries; Desk calendars; File folders; Folders; Loose leaf binders; Notebook covers; Notebook covers made of plastic; Notebook paper; Notebooks; Paper folders; Paper labels; Paper notebooks; Printed calendars; Printed paper labels; School supply kits containing various combinations of selected school supplies, namely, writing instruments, pens, pencils, mechanical pencils, erasers, markers, crayons, highlighter pens, folders, notebooks, paper, protractors, paper clips, pencil sharpeners, writing grips, glue and book marks; Spiral-bound notebooks; Three-ring binders; Wire-bound notebooks.	2/27/2015	4944177	4/26/2016	LIVE
MARA-MI	Opc0 1	16	custom and prepackaged letter writing stationery and envelopes, invitations, announcements and calling cards; note pads; place cards; letter writing stationery, envelopes and pen sold as a unit; and letter writing stationery, envelopes, pen, stickers, postcards and address list sold as a unit.	2/6/1991	1681167	3/31/1992	LIVE
memo my environment my office	Opc0 1	8, 9, 14, 16	Scissors; Magnets, clocks and calculators; Note cards, note pads, pencils, push pins, binder clips, cubicle clips, namely, clips to attach papers to cubicle walls, paper staplers, pouches for	6/4/2009	3935024	3/22/2011	DEAD (cancelled)

MARK	Borrower	International Class	DESCRIPTION OF GOODS	FILING DATE	REG. NO.	REG. DATE	STATUS
			writing instruments, clip boards, desk trays, holders for note cards and note pads, business card holders, desk top organizers, paper weights, file boxes for storage of business and personal records, stackable letter trays, metal spiral letter holders and magazine storage organizers; Acrylic picture frames and file drawers				
Letter Impress	Opc0 1	16	Envelopes; Envelopes for stationery use; Organizational kits containing calendars, stationery, planning folders, templates and printed guidelines for planning social events; Paper stationery; Stationery; Stationery writing paper and envelopes	3/16/2015	4967323	5/31/2016	LIVE
R+H	Opc0 1	16	belts and cords to hold binders shut; binders; composition books; index dividers; note pads; notebook dividers; paper expanding files; wirebound books; and writing pads	8/22/2001	2843489	5/18/2004	LIVE
ROOBEE	Opc0 1	16	Stationery products, namely, imprintable and prepackaged letter writing stationery and envelopes; cards for use as invitations; announcement cards; greeting cards; note pads; place cards; stickers; post cards; address books; journals; note cards; stationery-type portfolios; activity books; diaries; autograph books; scrap books; gift wrap; gift enclosure cards; and paper napkins.	11/4/1998	2439063	3/27/2001	LIVE
RUSSELL+ HAZEL	Opc0 1	16, 35	Agendas; binders; blank cards; blank note cards;	4/21/2004	2944008	4/26/2005	LIVE

MARK	Borrower	International Class	DESCRIPTION OF GOODS	FILING DATE	REG. NO.	REG. DATE	STATUS
			blanks or partially printed paper labels; calendars; clip boards; composition books; daily planners; date books; desk calendars; envelopes; file boxes for storage of business and personal records; file folders; file pockets; graph paper; loose leaf binders; memo pads; note books; note cards; note pads; note paper; notebook dividers; notebook paper; organizers for stationery use; paper expanding files; paper note tablets; rubber bands; social note cards; stationery type portfolios; writing pads; writing paper; writing tablets; book covers; erasers; folders; highlighting markers; pen cases; pencil cases; pencil sharpeners; pencils; pens; portable desks; and writing instruments				
SmartRule	Opc0 1	16	Looseleaf writing paper and note pads	6/28/2002	2719082	5/27/2003	LIVE
WORLD OF JOURNALS	Opc0 1	16	Sketch pads, writing pads, photograph albums, baby books, wedding albums, scrap books, note books, guest books and address books.	11/30/1998	2316216	2/8/2000	LIVE
Zoomerang	Opc0 1	16	stationery products, namely, imprintable and letter writing stationery and envelopes; cards for use as invitations; announcement cards; greeting cards; note pads; place cards; stickers; post cards; address books; blank memorandum books; notecards; stationery type portfolios; gift wrapping paper; paper napkins; and gift enclosure cards.	9/2/1997	2173175	7/14/1998	LIVE





EXHIBIT C  
COPYRIGHTS

None.