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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM533206

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Electronics For Imaging, Inc.		07/23/2019	Corporation:
CRC Information Systems, Inc.		07/23/2019	Corporation:

RECEIVING PARTY DATA

Name:	DEUTSCHE BANK TRUST COMPANY AMERICAS
Street Address:	60 Wall Street, 16th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	5038738	ORGANIZING PRINT
Registration Number:	3664823	CRC INFORMATION SYSTEMS
Registration Number:	3139870	EFI
Registration Number:	3240353	EFI
Registration Number:	3092165	DIGITAL STOREFRONT
Registration Number:	3450734	JETRION
Registration Number:	2808037	PRINTSMITH SITE
Registration Number:	2798992	FABRIVU
Registration Number:	2809185	ONEFLOW
Registration Number:	2811733	PRINTFLOW
Registration Number:	2716827	PRINTERSITE
Registration Number:	2641317	COMMAND WORKSTATION
Registration Number:	2791971	PRINTME
Registration Number:	2590578	ELECTRONICS FOR IMAGING
Registration Number:	2655458	PRINTSTREAM
Registration Number:	2759267	PRESSVU
Registration Number:	2526674	ULTRAVU
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TRADEMARK REEL: 006701 FRAME: 0285

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Property Type	Number	Word Mark
Registration Number:	2454888	DOCBUILDER
Registration Number:	2440499	COLORWISE
Registration Number:	2501357	AUTO-COUNT
Registration Number:	2518957	BESTCOLOR
Registration Number:	2369713	EDOX
Registration Number:	2282435	FIERY
Registration Number:	2280292	FIERY
Registration Number:	2122803	RIP-WHILE-PRINT
Registration Number:	2060046	PROGRAPH
Registration Number:	2012652	FIERY
Registration Number:	2072150	MICROPRESS
Registration Number:	2200006	COLORWISE
Registration Number:	1712639	FIERY

CORRESPONDENCE DATA

Fax Number:

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: 212-715-9108

Email: rjurist@kramerlevin.com, dtorniali@kramerlevin.com

Correspondent Name: Kramer Levin Naftalis & Frankel LLP

Address Line 1: 1177 Avenue of the Americas Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	072595-00005
NAME OF SUBMITTER:	Rachel M. Jurist
SIGNATURE:	/Rachel M. Jurist/
DATE SIGNED:	07/23/2019

Total Attachments: 7

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SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of July 23, 2019, is made by Electronics For Imaging, Inc., a Delaware corporation and CRC Information Systems, Inc., a Michigan corporation (each a "Grantor"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent (in such capacity, the "Agent") in connection with that certain Second Lien Credit Agreement, dated as of July 23, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among EAST PRIVATE HOLDINGS II, LLC, a Delaware limited liability company ("Holdings"), EAST MERGER SUB, INC., a Delaware corporation and wholly-owned subsidiary of Holdings ("Merger Sub"), which, on the Closing Date, shall be merged with ELECTRONICS FOR IMAGING, INC., a Delaware corporation (the "Company" and, following the consummation of the Merger, the "Borrower"), the lending institutions from time to time parties thereto (each a "Lender" and, collectively, the "Lenders"), KKR LOAN ADMINISTRATION SERVICES LLC, as the administrative agent and DEUTSCHE BANK TRUST COMPANY AMERICAS, as the collateral agent (in such capacity, together with its successors and assigns, the "Collateral Agent") for the benefit of the Secured Parties.

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Second Lien Security Agreement, dated as of July 23, 2019, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral 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 certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

- 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.
- 2. <u>Grant of Security Interest</u>. Each Grantor hereby grants a lien on and security interest in all of each Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on <u>Schedule A</u> hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "<u>Collateral</u>"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; <u>provided</u> that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of each Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon

such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

- 3. <u>Purpose</u>. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.
- 4. <u>Acknowledgment</u>. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.
- 5. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.
- 6. <u>GOVERNING LAW</u>: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.
- 7. <u>Intercreditor Agreements</u>. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Second Lien Intercreditor Agreement), including the liens granted to Royal Bank of Canada, as collateral agent, pursuant to or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the limitations and provisions of any Intercreditor Agreement then in effect. In the event of any conflict between the terms of any Intercreditor Agreement then in effect and the terms of this Agreement, the terms of such Intercreditor Agreement shall govern and control. No right, power or remedy granted to the Collateral Agent hereunder shall be exercised by the Collateral Agent, and no direction shall be given by the Collateral Agent, in contravention of any such Intercreditor Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ELECTRONICS FOR IMAGING, INC. CRC INFORMATION SYSTEMS, INC.,

each as a Grantor

By:

Name: Marc Olin

Title: Chief Financial Officer

[Signature Page to Grant of Second Lien Security Interest in Trademark Rights]

DEUTSCHE BANK TRUST COMPANY AMERICAS, as the Collateral Agent

By: Name: Title:

Annie Jeghetspanyan Vice President

By:

Name: ROBERT S. PESCHLER Title: VICE PRESIDENT

[Signature Page to Grant of Second Lien Security Interest in Trademark Rights]

TRADEMARK

REEL: 006701 FRAME: 0290

SCHEDULE A

$U.S.\ Trademark\ Registrations\ and\ Applications \\ \\$

Mark	Registration Number/Registration Date	Registered Owner
ORGANIZING PRINT	5038738 13-SEP-2016	ELECTRONICS FOR IMAGING, INC.
ESCADA SYSTEMS ESCADA SYSTEM SADA	4322643 23-APR-2013	ELECTRONICS FOR IMAGING, INC.
OPTIMA	4561727 08-JUL-2014	ELECTRONICS FOR IMAGING, INC.
SYNCRO 7	4184883 07-AUG-2012	ELECTRONICS FOR IMAGING, INC.
PROFILE	4299763 12-MAR-2013	ELECTRONICS FOR IMAGING, INC.
CRC INFORMATION SYSTEMS	3664823 04-AUG-2009	CRC INFORMATION SYSTEMS, INC.
EFI	3139870 05-SEP-2006	ELECTRONICS FOR IMAGING, INC.
EFI	3240353 08-MAY-2007	ELECTRONICS FOR IMAGING, INC.
DIGITAL STOREFRONT	3092165 16-MAY-2006	ELECTRONICS FOR IMAGING, INC.
JETRION	3450734 17-JUN-2008	ELECTRONICS FOR IMAGING, INC.
PRINTSMITH SITE	2808037 27-JAN-2004	ELECTRONICS FOR IMAGING, INC.
FABRIVU	2798992 23-DEC-2003	ELECTRONICS FOR IMAGING, INC.
ONEFLOW	2809185 27-JAN-2004	ELECTRONICS FOR IMAGING, INC.
PRINTFLOW	2811733 03-FEB-2004	ELECTRONICS FOR IMAGING, INC.
PRINTERSITE	2716827 13-MAY-2003	ELECTRONICS FOR IMAGING, INC.
COMMAND WORKSTATION	2641317 22-OCT-2002	ELECTRONICS FOR IMAGING, INC.

Mark	Registration Number/Registration Date	Registered Owner
PRINTME	2791971 09-DEC-2003	ELECTRONICS FOR IMAGING, INC.
ELECTRONICS FOR IMAGING	2590578 09-JUL-2002	ELECTRONICS FOR IMAGING, INC.
PRINTSTREAM	2655458 03-DEC-2002	ELECTRONICS FOR IMAGING, INC.,
PRESSVU	2759267 02-SEP-2003	ELECTRONICS FOR IMAGING, INC.
ULTRAVU	2526674 08-JAN-2002	ELECTRONICS FOR IMAGING, INC.
DOCBUILDER	2454888 29-MAY-2001	ELECTRONICS FOR IMAGING, INC.
COLORWISE	2440499 03-APR-2001	ELECTRONICS FOR IMAGING, INC.
AUTO-COUNT	2501357 30-OCT-2001	ELECTRONICS FOR IMAGING, INC.
BESTCOLOR	2518957 18-DEC-2001	ELECTRONICS FOR IMAGING GMBH (Germany)
EDOX	2369713 25-JUL-2000	ELECTRONICS FOR IMAGING, INC.
FIERY	2282435 05-OCT-1999	ELECTRONICS FOR IMAGING, INC.
fiery	2280292 28-SEP-1999	ELECTRONICS FOR IMAGING, INC.
RIP-WHILE-PRINT	2122803 23-DEC-1997	ELECTRONICS FOR IMAGING, INC.
PROGRAPH	2060046 06-MAY-1997	ELECTRONICS FOR IMAGING, INC.
fiery	2012652 29-OCT-1996	ELECTRONICS FOR IMAGING, INC.
MICROPRESS	2072150 17-JUN-1997	ELECTRONICS FOR IMAGING, INC.
COLORWISE	2200006	ELECTRONICS FOR IMAGING, INC.

Mark	Registration Number/Registration Date	Registered Owner
	27-OCT-1998	
FIERY	1712639 01-SEP-1992	ELECTRONICS FOR IMAGING, INC.

RECORDED: 07/23/2019