

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537702

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dorn Color LLC		08/15/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	KeyBank National Association		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3778625	WE DO WEIRD	
Registration Number:	3671543	SAMPLES THAT SELL!	
CORRESPONDENCE DATA			
Fax Number:	2165837441		
<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:	2165837440		
Email:	ddietes@ulmer.com		
Correspondent Name:	Debbie Dietes		
Address Line 1:	1660 West 2nd Street		
Address Line 2:	Suite 1100		
Address Line 4:	Cleveland, OHIO 44113		
NAME OF SUBMITTER:	Alan W. Scheufler		
SIGNATURE:	/Alan W. Scheufler/		
DATE SIGNED:	08/22/2019		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of August 15, 2019, is made by DORN COLOR LLC a Delaware limited liability company ("Grantor") in favor of KEYBANK NATIONAL ASSOCIATION ("Secured Party"), a national banking association, located at 127 Public Square, Cleveland, Ohio 44114.

WHEREAS, DORN COLOR LLC, a Delaware limited liability company ("Dorn"), together with others (collectively, the "Borrower," and each a "Borrower") have entered into a Fourth Amendment To Credit And Security Agreement dated as of August 15, 2019 (the "Fourth Amendment"), with the Secured Party.

WHEREAS, under the terms of the Credit Agreement, dated as of May 6, 2016, as modified and amended from time to time (the "Credit Agreement"), the Grantor has granted to the Secured Party, a security interest in, among other property, all intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Secured Party as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Secured Party.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Fourth Amendment and the Credit Agreement. The provisions of the Fourth Amendment and the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Credit Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

7. Construction. Headings used herein are provided for convenience only, and shall not be used in construing this Trademark Security Agreement. If any provision of this Trademark Security Agreement is deemed by a court of competent jurisdiction to be invalid or unenforceable, then such invalid or unenforceable provision shall be ignored and shall have no effect upon the validity and enforceability of the remaining provisions hereof.

8. WAIVER OF JURY TRIAL. AS A SPECIFICALLY BARGAINED FOR INDUCEMENT FOR THE SECURED PARTY TO ENTER INTO THIS TRADEMARK

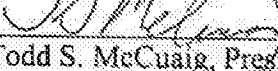
SECURITY AGREEMENT, THE SECURED PARTY AND GRANTOR AGREE THAT NOTWITHSTANDING ANY CONSTITUTIONAL RIGHT, EACH PARTY HEREBY WAIVES SUCH RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT OR THE CONDUCT OF THE RELATIONSHIP BETWEEN SECURED PARTY, GRANTOR, AND BORROWER (REGARDLESS OF WHETHER THE CLAIMS MAY ARISE UNDER CONTRACT, TORT OR OTHERWISE).

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:
DORN COLOR LLC,
a Delaware limited liability company

Address for Notices:
32000 Aurora Road
Solon, Ohio 44139

By: 

Todd S. McCuaig, President


[Signature Page to Trademark Security Agreement]

AGREED TO AND ACCEPTED:

SECURED PARTY:
KEYBANK NATIONAL ASSOCIATION,
as Secured Party

Address for Notices:
127 Public Square
Cleveland, Ohio 44114

By: _____


Ryan Kilbane
Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006726 FRAME: 0814

SCHEDULE I
TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Country	App. No.	Filing Date	Reg. No.	Issue Date	Registrant	Status Next Renewal
WE DO WEIRD	U.S.	77/368,627	1/10/2008	3,778,625	4/10/2010	Dorn Color, Inc.	Registered Next renewal: 4/20/2020
SAMPLES THAT SELL!	U.S.	77/368,721	1/10/2008	3,671,543	8/25/2009	Dorn Color, Inc.	Registered Next renewal: 8/25/2019