

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM543132

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Circle Graphics, Inc.		09/30/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	White Oak Global Advisors, LLC, as Administrative Agent		
<b>Street Address:</b>	3 Embarcadero Center, Suite 550		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94111		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5456600	CG	
<b>Registration Number:</b>	5456592	CIRCLEGRAPHICS	
<b>Registration Number:</b>	5443409	CGSIGNLAB	
<b>Registration Number:</b>	5399835	CGPROPRINTS	
<b>Registration Number:</b>	5163920	CANVAS ON DEMAND	
<b>Registration Number:</b>	4976454	GREATBIGCANVAS	
<b>Registration Number:</b>	4931037	ECO FLEXX	
<b>Registration Number:</b>	4675782	EAZL	
<b>Registration Number:</b>	3630691	PHOTOSPLITS	
<b>Registration Number:</b>	3545305	ECO-POSTER	
<b>Registration Number:</b>	2920513	CANVAS ON DEMAND	
<b>Serial Number:</b>	88199079	ECOAD	
<b>Serial Number:</b>	87764792	WORLD ART GROUP CREATIVE FREEDOM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043311159		
<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>			
<b>Phone:</b>	7043311000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com, amberwest@mvalaw.com		

OP \$340.00 5456600

**Correspondent Name:** MOORE & VAN ALLEN PLLC  
**Address Line 1:** 100 North Tryon Street, Suite 4700  
**Address Line 4:** Charlotte, NORTH CAROLINA 28202-4003

**ATTORNEY DOCKET NUMBER:** 045346.005

**NAME OF SUBMITTER:** John Slaughter

**SIGNATURE:** /john slaughter/

**DATE SIGNED:** 09/30/2019

**Total Attachments: 5**

source=(2019) Trademark Security Agreement - Circle Graphics, Inc. to White Oak Global Advisors, LLC, as AA#page1.tif

source=(2019) Trademark Security Agreement - Circle Graphics, Inc. to White Oak Global Advisors, LLC, as AA#page2.tif

source=(2019) Trademark Security Agreement - Circle Graphics, Inc. to White Oak Global Advisors, LLC, as AA#page3.tif

source=(2019) Trademark Security Agreement - Circle Graphics, Inc. to White Oak Global Advisors, LLC, as AA#page4.tif

source=(2019) Trademark Security Agreement - Circle Graphics, Inc. to White Oak Global Advisors, LLC, as AA#page5.tif

## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) , dated as of September 30, 2019, is entered into by Circle Graphics, Inc., a Delaware corporation (the “**Grantor**”), in favor of White Oak Global Advisors, LLC, a Delaware limited liability company (“**White Oak**”), as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”).

### WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of September 30, 2019 (as amended, modified, supplemented, increased, extended, restated, refinanced and/or replaced from time to time, the “**Loan Agreement**”), by and among Circle Graphics Purchaser Corporation, a Delaware corporation (“**Buyer**”), Circle Graphics Holdings, Inc., a Delaware corporation (“**Holdings**”), Grantor, Picturoso LLC, a Delaware limited liability company (“**Picturoso**”; and together with the Company, the Buyer, and Holdings, the “**Borrowers**”), Circle Graphics Intermediate B Corporation, a Delaware corporation (“**Intermediate B**”), as a Guarantor, the other subsidiaries of Intermediate B from time to time party thereto as Guarantors, the several entities from time to time party thereto as Lenders, and the Administrative Agent, the Lenders have agreed to provide a credit facility to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to make their respective extensions of credit to the Borrowers under the Loan Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

#### **Section 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

#### **Section 2. Grant of Security Interest in Trademark Collateral**

The Grantor hereby grants, pledges and collaterally assigns a security interest and Lien to the Administrative Agent, for the benefit of the Lending Parties, in the following of the Grantor (the “**Trademark Collateral**”):

1. all U.S. Trademark registrations and U.S. Trademark applications including, without limitation, those referred to on Schedule I hereto; and
2. all products and proceeds of any or all of the foregoing, including, without limitation, all rights to income, royalties, proceeds and damages now or hereafter due and/or payable under any Trademark and with respect thereto, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding any of the foregoing, the Trademark Collateral shall not include any intent-to-use application for trademark or service mark registration filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing under Section 1(c) or Section 1(d) of the Lanham Act of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein prior to such filing would impair the validity or enforceability of any registration that issues from such intent-to-use trademark or service mark application under applicable federal law.

***Section 3. Security Agreement***

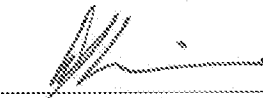
The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Loan Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

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

Very truly yours,

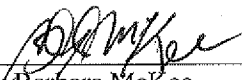
CIRCLE GRAPHICS, INC.,  
a Delaware corporation, *as Grantor*

By:   
Name: Andrew Cousin  
Title: Chief Executive Officer

*[Signature Pages Continue]*

ACCEPTED AND AGREED  
as of the date first above written:

**WHITE OAK GLOBAL ADVISORS, LLC,**  
a Delaware limited liability company,  
*as Administrative Agent for the Lenders*

By:   
Name: Barbara McKee  
Title: Managing Partner

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**Circle Graphics, Inc.**  
**(Delaware Corporation)**

**U.S. Trademarks**

**Trademark Registrations**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
CG and Design	5456600	05/01/18
CIRCLEGRAPHICS	5456592	05/01/18
CGSIGNLAB	5443409	04/10/18
CGPROPRINTS	5399835	02/13/18
CANVAS ON DEMAND	5163920	03/21/17
GREATBIGCANVAS	4976454	06/14/16
ECO FLEXX	4931037	04/05/16
EAZL	4675782	01/20/15
PHOTOSPLITS	3630691	06/02/09
ECO-POSTER	3545305	12/09/08
CANVAS ON DEMAND	2920513	01/25/05

**Trademark Applications**

<b>Mark</b>	<b>Appl. No.</b>	<b>Filing Date</b>
ECOAD	88199079	11/19/18
WORLD ART GROUP CREATIVE FREEDOM and Design	87764792	01/22/18