

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549494

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIGN GATE, LLC		11/08/2019	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, N.A., as Agent		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3868931	COMPLIANCESIGNS.COM	
Registration Number:	5213323	COMPLIANCESIGNS.COM	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	18588.515046 Second Lien		
NAME OF SUBMITTER:	Moira Sheehan		
SIGNATURE:	/Moira Sheehan/		
DATE SIGNED:	11/14/2019		
Total Attachments: 4			
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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

November 8, 2019

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that (a) pursuant to the Second Lien Guarantee and Collateral Agreement dated as of June 28, 2019 (as amended, modified, extended, restated, replaced, or supplemented from time to time, the "Second Lien Guarantee and Collateral Agreement"), by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Citizens Bank, N.A., as Agent (the "Agent") for the secured parties referenced therein (the "Secured Parties"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications shown on Schedule 1 attached hereto, and all goodwill associated with or symbolized thereby (the "Trademarks") to the Agent for the ratable benefit of the Secured Parties and (b) the undersigned hereby grants to the Agent, for the ratable benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in and to the Trademarks.

The Obligors and the Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the Trademarks (i) may only be terminated in accordance with the terms of the Second Lien Guarantee and Collateral Agreement and (ii) is not to be construed as an assignment of any Trademark.

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Very truly yours,

SIGN GATE, LLC

By: 

Name: Doug Waugaman

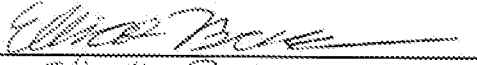
Title: Chief Financial Officer

[signature page to Trademark Security Agreement]

TRADEMARK
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Acknowledged and Accepted:

CITIZENS BANK, N.A.,
as Agent

By: 
Name: Elliott Brennan
Title: VP

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006796 FRAME: 0367

Schedule 1

Trademark	Serial No. / Filing Date	Reg. No. / Date	Owner
	76701868 / March 2, 2010	3868931 / November 2, 2010	Compliancesigns, Inc. (Illinois Corp.)
COMPLIANCE SIGNS.COM	87208616 / October 19, 2016	5213323 / May 30, 2017	Compliancesigns, Inc. (Illinois Corp.)