

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM548771

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mittera Group, Inc.		11/08/2019	Corporation: IOWA
Colorfx, LLC		11/08/2019	Limited Liability Company: IOWA
Mittera East, LLC		11/08/2019	Limited Liability Company: IOWA
Mittera New Jersey, LLC		11/08/2019	Limited Liability Company: IOWA

RECEIVING PARTY DATA	
Name:	Wells Fargo Bank, National Association
Street Address:	90 South 7th Street 16th Fl
Internal Address:	MAC N9305-160
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 13		
Property Type	Number	Word Mark
Registration Number:	5872991	M
Registration Number:	5872982	M
Registration Number:	5080472	MITTERA
Registration Number:	4955591	INTELLIGENT CREATIVITY
Serial Number:	88352953	C
Registration Number:	2351535	
Registration Number:	2622622	COLORFX
Registration Number:	2358704	BUILDING YOUR BUSINESS...ONE IMPRESSION
Registration Number:	4728793	AM4M AUTOMATED MANUFACTURING FOR MARKETI
Registration Number:	4728792	AM4M
Registration Number:	3612030	EA EARTH AWARE
Registration Number:	3408551	EARTH COLOR
Registration Number:	2384927	LPT

OP \$340.00 5872991

CORRESPONDENCE DATA**Fax Number:** 6127661600*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:** 612-766-6911**Email:** susan.carlson@faegrebd.com**Correspondent Name:** Susan Carlson, Faegre Baker Daniels LLP**Address Line 1:** 90 South 7th St Ste 2200**Address Line 4:** Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson
SIGNATURE:	/e/ Susan Carlson
DATE SIGNED:	11/08/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 8th day of November, 2019, by and among each Grantor listed on the signature page hereof (collectively, "Grantors" and each a "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (together with its successors and assigns, "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Grantors, the other Borrowers and Guarantors (as each such term is defined therein) from time to time party thereto and Secured Party, Secured Party has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Secured Party is willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Secured Party that certain Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

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

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*. In addition to those terms defined elsewhere in this Trademark Security Agreement, as used in this Trademark Security Agreement, the following terms shall have the following meanings:

"Intellectual Property Licenses" means, with respect to any Person (the "Specified Party"), (A) any licenses or other similar rights provided to the Specified Party in or with respect to intellectual property owned or controlled by any other Person, and (B) any licenses or other similar rights provided to any other Person in or with respect to intellectual property owned or controlled by the Specified Party, in each case, including (x) any software license agreements (other than license agreements for commercially available off-the-shelf software that is generally available to the public which have been licensed to a Grantor pursuant to end-user licenses), (y) the license agreements listed on Schedule I, and (z) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of Secured Party's rights under the Loan Documents.

"Trademark Intellectual Property License" means any Intellectual Property License with respect to any Trademark.

“Trademarks” means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (A) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications, (B) all renewals thereof, (C) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (D) the right to sue for past, present and future infringements and dilutions thereof, (E) the goodwill of each Grantor’s business symbolized by the foregoing or connected therewith, and (F) all of each Grantor’s rights corresponding thereto throughout the world.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Secured Party to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secure the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by any Grantor to Secured Party or any of its Affiliates, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Secured Party with respect to any such new trademarks or

renewal or extension of any trademark registration. Without limiting any Grantor's obligations under this Section, each Grantor hereby authorizes Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of any Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

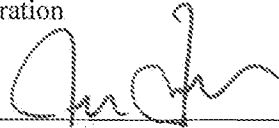
7. CHOICE OF LAW, JURISDICTION, VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS SET FORTH IN SECTION 8 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

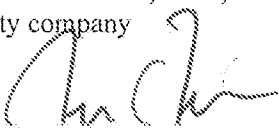
MITTERA GROUP, INC., an Iowa corporation

By: 
Name: Jon Troen
Title: President and CEO

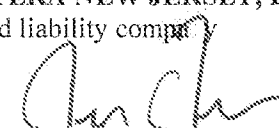
COLOREX, LLC, an Iowa limited liability company

By: 
Name: Jon Troen
Title: President and CEO

MITTERA EAST, LLC, an Iowa limited liability company

By: 
Name: Jon Troen
Title: President and CEO


MITTERA NEW JERSEY, LLC, an Iowa limited liability company

By: 
Name: Jon Troen
Title: President and CEO

SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 
Name: Anwar Young
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

MITTERA GROUP, INC., an Iowa corporation

By: _____
Name: Jon Troen
Title: President and CEO

COLORFX, LLC, an Iowa limited liability company

By: _____
Name: Jon Troen
Title: President and CEO

MITTERA EAST, LLC, an Iowa limited liability company

By: _____
Name: Jon Troen
Title: President and CEO

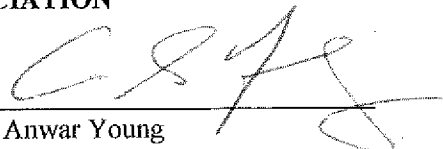
MITTERA NEW YORK, LLC, an Iowa limited liability company

By: _____
Name: Jon Troen
Title: President and CEO

SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:






WELLS FARGO BANK, NATIONAL ASSOCIATION




By: 
Name: Anwar Young
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owner	Mark	App. No.	App. Date	Reg. No.	Reg. Date
Mittera Group, Inc.	M Stylized (Orange) 	88352779	3/22/2019	5872991	10/1/2019
Mittera Group, Inc.	M Stylized (Blue) 	88352670	3/22/2019	5872982	10/1/2019
Mittera Group, Inc.	MITTERA	86765799	9/23/2015	5080472	11/15/2016
Mittera Group, Inc.	INTELLIGENT CREATIVITY	86765809	9/23/2015	4955591	5/10/2016
ColorFX, LLC	C & Design (color) 	88352953	3/22/2019		
ColorFX, LLC	C & Design 	75627711	1/22/1999	2351535	5/23/2000
ColorFX, LLC	COLORFX	75627705	1/22/1999	2622622	9/24/2002
ColorFX, LLC	BUILDING YOUR BUSINESS...ONE IMPRESSION AT A TIME	75626320	1/22/1999	2358704	6/13/2000
Mittera East, LLC	AM4M AUTOMATED MANUFACTURING FOR MARKETING & Design 	86176590	1/27/2014	4728793	4/28/2015
Mittera East, LLC	AM4M	86176578	1/27/2014	4728792	4/28/2015
Mittera East, LLC	EA EARTH AWARE & Design	77573321	9/18/2008	3612030	4/28/2009

Owner	Mark	App. No.	App. Date	Reg. No.	Reg. Date
					
Mittera East, LLC	EARTHCOLOR & Design 	77239631	7/26/2007	3408551	4/8/2008
Mittera New Jersey, LLC	LPT 	75636903	2/9/1999	2384927	9/12/2000