

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM550913

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Sererdahl Corp.		11/25/2019	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance Agency, LLC, as agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2771357	LEHIGH DIRECT	
Registration Number:	2771356	LEHIGH DIRECT MAILTRAK	
Registration Number:	4604517	ONCECARD	
Registration Number:	2993731	PROCARD	
Registration Number:	4552246	SG360°	
Registration Number:	4552249	SG360°	
Registration Number:	5650356	PRISM360°	
Registration Number:	5394964	SEGERDAHL COMPANY	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	25th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951-1928		
NAME OF SUBMITTER:	Scott Kareff (014951-1928)		

CH \$215.00 2771357

SIGNATURE:	/kc for sk/
DATE SIGNED:	11/25/2019
Total Attachments: 5 source=SG360 - Trademark Security Agreement#page1.tif source=SG360 - Trademark Security Agreement#page2.tif source=SG360 - Trademark Security Agreement#page3.tif source=SG360 - Trademark Security Agreement#page4.tif source=SG360 - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of November 25, 2019, is made by The Segerdahl Corp., an Illinois corporation (the “Grantor”), in favor of CERBERUS BUSINESS FINANCE AGENCY, LLC, as agent for the equal and ratable benefit of the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Agent”).

The Grantor has executed and delivered that certain Term Loan and Security Agreement, dated as of November 25, 2019 with the other Obligors party thereto, Agent and the Lenders party thereto (as the same may be amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Loan Agreement”). The Grantor has pledged and granted to Agent, for the equal and ratable benefit of the Secured Parties, a continuing security interest in all intellectual property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Loan Agreement.

2. Grant of Security Interest. (a) This Agreement is made to secure the performance and payment of all of the Obligations. Upon the payment in full of all Obligations (other than contingent indemnification obligations which have not been asserted), Agent shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this confirmatory grant.

(b) The Grantor hereby pledges and grants to Agent, on behalf of and for the benefit of the Secured Parties, a lien on and security interest in all of the Grantor’s right, title and interest, whether now owned or hereafter acquired, in and to (i) its trademarks (including service marks), trade names, trade dress and the registrations and applications for registration thereof, including the foregoing listed on Schedule A (provided that no security interest shall be granted in any United States intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable Federal law), and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing throughout the world (the “Trademarks”).

3. Purpose. This Agreement has been executed and delivered by the 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 Agent in connection with the Loan Agreement and is expressly subject to the terms and conditions thereof. The Loan

Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan 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 Loan Agreement, the terms of the Loan Agreement shall govern.


5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT AND ALL CLAIMS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES.

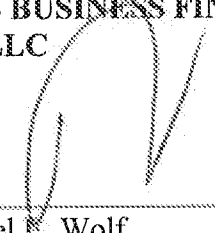
[Signature Page Follows]

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.

THE SEGERDAHL CORP., as Grantor

By: 
Name: John Wallace
Title: Chief Executive Officer & President

**CERBERUS BUSINESS FINANCE
AGENCY, LLC**
as Agent

By: 
Name: Daniel E. Wolf
Title: Senior Managing Director

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
<u>U.S.</u>	LEHIGH DIRECT	2771357	10/7/2003
<u>U.S.</u>	LEHIGH DIRECT MAIL TRAK	2771356	10/7/2003
<u>U.S.</u>	ONCEcard	4604517	9/16/2014
<u>U.S.</u>	PROCARD	2993731	9/13/2005
<u>U.S.</u>	SG360°	4552246	6/17/2014
<u>U.S.</u>	SG360° & Design 	4552249	6/17/2014
<u>U.S.</u>	PRISM360°	5650356	1/8/2019
<u>U.S.</u>	SEGERDAHL COMPANY	5394964	2/6/2018

Pending Trademark Applications

None.