

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554475

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Circle Graphics, Inc.		12/19/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Administrative Agent		
Street Address:	1217 N. Catalina Avenue		
City:	Redondo Beach		
State/Country:	CALIFORNIA		
Postal Code:	90277		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5456600	CG	
Registration Number:	5456592	CIRCLEGRAPHICS	
Registration Number:	5443409	CGSIGNLAB	
Registration Number:	5399835	CGPROPRINTS	
Registration Number:	5163920	CANVAS ON DEMAND	
Registration Number:	4976454	GREATBIGCANVAS	
Registration Number:	4931037	ECO FLEXX	
Registration Number:	4675782	EAZL	
Registration Number:	3630691	PHOTOSPLITS	
Registration Number:	3545305	ECO-POSTER	
Registration Number:	2920513	CANVAS ON DEMAND	
Serial Number:	88199079	ECOAD	
Serial Number:	87764792	WORLD ART GROUP CREATIVE FREEDOM	
Serial Number:	88658409	CG PRO/PRINTS	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	202-467-8800		

CH \$365.00 5456600

Email: jspiantanida@vorys.com
Correspondent Name: VORYS, SATER, SEYMOUR AND PEASE LLP
Address Line 1: P.O. BOX 2255 -- IPLAW@VORYS
Address Line 2: ATTN: LAURA T. GEYER
Address Line 4: COLUMBUS, OHIO 43216-2255

ATTORNEY DOCKET NUMBER: 027656-000246

NAME OF SUBMITTER: Julie S. Piantanida

SIGNATURE: /julie piantanida/

DATE SIGNED: 12/22/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of December 19, 2019, is entered into by Circle Graphics, Inc., a Delaware corporation (the "Grantor"), in favor of U.S. Bank National Association, a national banking association ("U.S. Bank"), 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 even date herewith (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 Credit Parties party thereto, 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 Secured 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

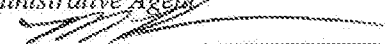
By: 

Name: Andrew Cousin
Title: Chief Executive Officer

[Signature Pages Continue]

ACCEPTED AND AGREED
as of the date first above written:

U.S. BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 

Name: Matthew Kasper
Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT


Circle Graphics, Inc.
(Delaware Corporation)

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
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

Mark	Appl. No.	Filing Date
ECOAD	88199079	11/19/18
WORLD ART GROUP CREATIVE FREEDOM and Design	87764792	01/22/18
CG PRO/PRINTS 	88658409	10/17/19