

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555859

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIRCLE GRAPHICS, INC.		01/02/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WHITE OAK GLOBAL ADVISORS, LLC, as Administrative Agent		
Street Address:	3 Embarcadero Center		
Internal Address:	Suite 550		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5686754	VISEN	
Registration Number:	3277932		
Registration Number:	3277926	DREAM. DESIGN. DELIVER.	
Registration Number:	2737393	ONE PRINT	
Registration Number:	2321009	MMT	
Registration Number:	1681551	METROMEDIA TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, christinaquinn@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003		
ATTORNEY DOCKET NUMBER:	045346.000005		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		

OP \$165.00 5686754

DATE SIGNED:	01/03/2020
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of January 2, 2020, 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

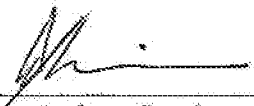
The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Loan Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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,
as Administrative Agent for the Lenders

By:

DocuSigned by:


Name: David Hackett

Title: Managing Partner

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Circle Graphics, Inc.
(Delaware Corporation)

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
VISEN	5686754	02/26/19
Design Only	3277932	08/07/07
DREAM. DESIGN. DELIVER.	3277926	08/07/07
ONE PRINT	2737393	07/15/03
MMT	2321009	02/22/00
METROMEDIA TECHNOLOGIES	1681551	03/31/92