

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576651

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COURIER COMMUNICATIONS LLC		05/14/2020	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Administrative Agent		
Street Address:	135 S. LaSalle Street		
Internal Address:	Agency Management, Mail Code: IL4-135-09-61		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4595922	3-D MAGIC ACTION	
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, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700, ATTN: IP DEPARTMENT		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	031752.000277		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	05/15/2020		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of May 14, 2020, by COURIER COMMUNICATIONS LLC, a Massachusetts limited liability company (“**Grantor**”), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent and collateral agent pursuant to the Security Agreement (defined below) (in such capacities, together with its successors, the “**Administrative Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantor is a party to a Postpetition Security Agreement dated as of April 15, 2020 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement (as defined in the Security Agreement), the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby collaterally assigns and pledges to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest in, and a right to set-off against, all of such Grantor’s right, title and interest in, to and under all the Trademark Collateral. “**Trademark Collateral**” shall mean the following Collateral of such Grantor:


(a) Trademarks of such Grantor, including those listed on Schedule I attached hereto, other than any intent-to-use trademark or service mark 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 violate the Lanham Act or impair the validity or enforceability of, or render void or voidable or result in the cancellation of, the applicable Grantor’s right, title or interest therein or any trademark or service mark that issues as a result of such intent-to-use trademark or service mark application under applicable federal law.

SECTION 3. The 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 Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow.]

COURIER COMMUNICATIONS LLC,
a Massachusetts limited liability company, as Grantor

By: 
Name: Andrew B. Coxhead
Title: Chief Financial Officer

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name:
Title:

[Signature Page – Trademark Security Agreement (Courier Communications LLC)]

TRADEMARK
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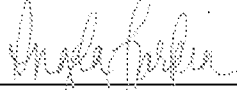
COURIER COMMUNICATIONS LLC,
a Massachusetts limited liability company, as Grantor

By: _____

Name:

Title:

BANK OF AMERICA, N.A.,
as Administrative Agent

By:  _____

Name: Angela Larkin

Title: Vice President

Schedule I
Trademark Registrations and Use Applications

Trademark Registration

Mark	Reg. No.	Reg. Date
3-D MAGIC ACTION	4595922	09/02/2014