

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593682

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Circle Graphics, Inc.		08/20/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Administrative Agent		
Street Address:	1217 N. Catalina Avenue		
Internal Address:	Mail Code LM-CA-1975		
City:	Redondo Beach		
State/Country:	CALIFORNIA		
Postal Code:	90277		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
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	
Serial Number:	90043985	ECO FLEXX	
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		
Email:	mjhoran@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:	027656-246		
NAME OF SUBMITTER:	Miranda Horan		

CH \$190.00 5686754

SIGNATURE:	/MirandaHoran/
DATE SIGNED:	08/24/2020
Total Attachments: 5 source=(36711831)_ (1)_ Trademark Security Agreement (Circle Graphics August 2020) (EXECUTED)#page1.tif source=(36711831)_ (1)_ Trademark Security Agreement (Circle Graphics August 2020) (EXECUTED)#page2.tif source=(36711831)_ (1)_ Trademark Security Agreement (Circle Graphics August 2020) (EXECUTED)#page3.tif source=(36711831)_ (1)_ Trademark Security Agreement (Circle Graphics August 2020) (EXECUTED)#page4.tif source=(36711831)_ (1)_ Trademark Security Agreement (Circle Graphics August 2020) (EXECUTED)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of August 20, 2020, 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 December 19, 2019 (as heretofore amended, as amended in connection herewith, and as the same may be further heretofore amended, as amended in connection herewith and as further 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, the LC Issuer (as defined therein) 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: Tom Spielberger
Name: Tom Spielberger
Title: Chief Financial Officer, Treasurer and Secretary

[Signature Pages Continue]

ACCEPTED AND AGREED
as of the date first above written:

U.S. BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: Wayne S. Elliott
Name: Wayne Elliott
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Circle Graphics, Inc.
(Delaware Corporation)

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
VISEN	5686754	02/26/2019
Design	3277932	08/07/2007
DREAM. DESIGN. DELIVER.	3277926	08/07/2007
ONE PRINT	2737393	07/15/2003
MMT	2321009	02/22/2000
METROMEDIA TECHNOLOGIES	1681551	03/31/1992

Trademark Applications

Mark	Appl. No.	Filing Date
ECO FLEXX	90043985	07/09/2020