

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM603678

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Acroprint Tech Inc.		10/19/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TC Lending, LLC, as Collateral Agent		
<b>Street Address:</b>	2100 McKinney Ave., Suite 1500		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2860347	ACROPRINT	
<b>Registration Number:</b>	1251109	ACROPRINT	
<b>Registration Number:</b>	2560347	BIG-BAR	
<b>Registration Number:</b>	2798074	PENDULUM	
<b>Registration Number:</b>	2622854		
<b>Registration Number:</b>	4294870	TIMEQPLUS	
<b>Registration Number:</b>	4296668	FACEVERIFY	
<b>Registration Number:</b>	4585984	ACROPRINT BIOTOUCH	
<b>Registration Number:</b>	5840308	ACROPRINT PROPUNCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>			
<b>Phone:</b>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place, 23rd Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	74267 / 051		

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<b>NAME OF SUBMITTER:</b>	Christine Slattery
<b>SIGNATURE:</b>	/Christine Slattery/
<b>DATE SIGNED:</b>	10/19/2020
<b>Total Attachments: 4</b> source=Trademark Security Agreement Acroprint#page1.tif source=Trademark Security Agreement Acroprint#page2.tif source=Trademark Security Agreement Acroprint#page3.tif source=Trademark Security Agreement Acroprint#page4.tif	

GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, Acroprint Tech Inc., a Delaware corporation (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated October 19, 2020 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of TC Lending, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of October 19, 2020.

ACROPRINT TECH INC.

By: Russell Fleischer  
Name: Russell Fleischer  
Title: President

TC LENDING, LLC,  
as Collateral Agent

By: \_\_\_\_\_  
Name: Robert (Bo) Stanley  
Title: President

SCHEDULE A TO GRANT OF A SECURITY INTEREST

<u>Country</u>	<u>Trademark</u>	<u>App./Reg. No.</u>	<u>App Date</u>	<u>Reg. Date</u>
USA	ACROPRINT	2860347	7/30/03	7/30/04
USA	ACROPRINT	1251109	7/14/78	9/13/83
USA	BIG-BAR	2560347	10/30/00	4/9/02
USA	PENDULUM	2798074	11/6/99	12/23/03
USA	The Color Green	2622854	2/16/00	9/24/02
USA	TIMEQPLUS	4294870	4/19/12	2/26/13
USA	FACE VERIFY	4296668	5/11/12	2/26/13
USA	ACROPRINT BIOTOUCH	4585984	9/6/13	8/12/14
USA	ACROPRINT PROPUNCH	5840308	10/31/17	8/20/19
Mexico	ACROPRINT	640022	4/26/96	1/31/00
Australia	ACROPRINT	741610		
Canada	ACROPRINT	TMA535,822	8/31/98	10/26/00
Peru	ACROPRINT	49698		