

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM615446

<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>
Cherry Hill Holdings, Inc.		12/12/2020	Corporation: DELAWARE
Cherry Hill Programs, Inc.	FORMERLY Cherry Hill Photo Enterprises, Inc.	12/12/2020	Corporation: DELAWARE
Cherry Hill International, Inc.		12/12/2020	Corporation: DELAWARE
Photogenic, Inc.		12/12/2020	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIBC Bank USA, as Administrative Agent		
<b>Street Address:</b>	120 South LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Illinois State Bank: ILLINOIS		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3817091	BE MERRY!	
<b>Registration Number:</b>	4411976	BUZZWORTHY PHOTOGRAPHY	
<b>Registration Number:</b>	3817138	CREATE HOLIDAY MAGIC!	
<b>Registration Number:</b>	1938289	KIDSPREE!!!	
<b>Registration Number:</b>	4059007	PHOTOGENIC	
<b>Registration Number:</b>	4861995	WORLDWIDE PHOTOGRAPHY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	phack@vedderprice.com		
<b>Correspondent Name:</b>	Patricia Hack		
<b>Address Line 1:</b>	Vedder Price P.C.		
<b>Address Line 2:</b>	222 N. LaSalle Street, Suite 2400		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>NAME OF SUBMITTER:</b>	Patricia Hack		

CH \$165.00 3817091

<b>SIGNATURE:</b>	/Patricia Hack/
<b>DATE SIGNED:</b>	12/18/2020
<b>Total Attachments: 5</b> source=40180-Security_Agreement#page1.tif source=40180-Security_Agreement#page2.tif source=40180-Security_Agreement#page3.tif source=40180-Security_Agreement#page4.tif source=40180-Security_Agreement#page5.tif	

**TRADEMARK SECURITY AGREEMENT (MAIN STREET PRIORITY LOAN FACILITY)**

THIS TRADEMARK SECURITY AGREEMENT (MAIN STREET PRIORITY LOAN FACILITY) (the "Agreement") made as of this 12th day of December, 2020 by CHERRY HILL HOLDINGS, INC., a Delaware corporation ("Holdings"), CHERRY HILL PROGRAMS, INC., a Delaware corporation ("Cherry Hill Enterprises"), CHERRY HILL INTERNATIONAL, INC., a Delaware corporation ("Cherry Hill International"), and PHOTOGENIC, INC., an Illinois corporation ("Photogenic", and together with Holdings, Cherry Hill Enterprises and Cherry Hill International, individually each a "Grantor" and collectively the "Grantors") in favor of CIBC BANK USA, as the Administrative Agent for all the Lenders party to the Credit Agreement (as hereinafter defined) ("Administrative Agent"):

W I T N E S S E T H:

WHEREAS, certain of the Grantors and/or its affiliates have entered into a certain Credit Agreement (Main Street Priority Loan Facility) dated as of even date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, providing for the extensions of credit to be made to certain of the Grantors by the Lenders; and

WHEREAS, each Grantor has entered into a certain Guaranty and Collateral Agreement (Main Street Priority Loan Facility) dated as of even date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which each Grantor was required to execute and deliver to the Administrative Agent, for the ratable benefit of the Administrative Agent and the Lenders, this Agreement; and

WHEREAS, pursuant to the terms of the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for the benefit of Administrative Agent and the Lenders, a security interest in substantially all of the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof (but subject to the terms of the Guaranty and Collateral Agreement), to secure the payment of all amounts owing by each Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

1. Incorporation of Credit Agreement and Guaranty and Collateral Agreement. The Credit Agreement and the Guaranty and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Guaranty and Collateral Agreement. In the event that any provision of this Agreement is deemed

to conflict with the Guaranty and Collateral Agreement, the provisions of the Guaranty and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, a continuing security interest in such Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising (for the avoidance of doubt, excluding, in each case, such items as are not included as "Collateral" pursuant to the terms and conditions of the Guaranty and Collateral Agreement):

(i) each trademark and trademark application owned by such Grantor, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; provided, that notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any "intent to use" trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office;

(ii) each trademark license to which such Grantor is a party, together with all goodwill associated therewith; and

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license.


**(Signature Page Follows)**

*(Signature Page to Trademark Security Agreement (Main Street Priority Loan Facility))*

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

**GRANTORS:**

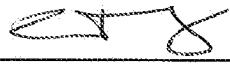
**CHERRY HILL HOLDINGS, INC.,**  
a Delaware corporation

By:   
\_\_\_\_\_  
Stephen Craig  
President and Chief Executive Officer


**CHERRY HILL PROGRAMS, INC.,**  
a Delaware corporation

By:   
\_\_\_\_\_  
Stephen Craig  
President and Chief Executive Officer

**CHERRY HILL INTERNATIONAL, INC.,**  
a Delaware corporation

By:   
\_\_\_\_\_  
Stephen Craig  
President and Chief Executive Officer

**PHOTOGENIC, INC.,**  
an Illinois corporation


By:   
\_\_\_\_\_  
Stephen Craig  
President and Chief Executive Officer

*(Signature Page to Trademark Security Agreement (Main Street Priority Loan Facility))*

Acknowledged:


**CIBC BANK USA**, as Administrative  
Agent

By: \_\_\_\_\_

  
Lisa Portanova  
Associate Managing Director

**SCHEDULE 1**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>Name of Owner</b>	<b>Trademark</b>	<b>Trademark Registration No.</b>	<b>Registration Date</b>
Cherry Hill Programs, Inc.	BE MERRY!	3817091	July 13, 2010
Cherry Hill Programs, Inc. (f/k/a Cherry Hill Photo Enterprises, Inc.)	BUZZWORTHY PHOTOGRAPHY	4411976	October 1, 2013
Cherry Hill Programs, Inc.	CREATE HOLIDAY MAGIC!	3817138	July 13, 2010
Cherry Hill Programs, Inc.	KIDSPREE!!!	1938289	November 28, 1995
Photogenic, Inc.		4059007	November 22, 2011
Cherry Hill Programs, Inc.	WORLDWIDE PHOTOGRAPHY	4861995	December 1, 2015