

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM617649

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLARIDGE PRODUCTS AND EQUIPMENT, LLC		12/30/2020	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	WHITEHORSE CAPITAL MANAGEMENT, LLC		
Street Address:	1450 BRICKELL AVE., 31ST FLOOR		
City:	MIAMI		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	1245809	C	
Registration Number:	4351104	C2TOUCH	
Registration Number:	1208252	CLARIDGE	
Registration Number:	4306088	CONNECT	
Registration Number:	4306081	ENVISION GRAPHICS	
Registration Number:	1288970	LCS	
Registration Number:	1036082	LCS	
Registration Number:	3712867	LCS II	
Registration Number:	5906335	LCS3	
Registration Number:	5702024	LCS3 PORCELAIN	
Registration Number:	5702000	LET YOUR IDEAS FLOW	
Registration Number:	5651834	LIFETIME CERAMIC SURFACE	
Registration Number:	6025628	MIX	
Registration Number:	6025630	PITCH	
Registration Number:	5375880	PRO-TACT	
Registration Number:	5375881	PRO-TACT BY CLARIDGE	
Registration Number:	6025629	SWITCH	
Registration Number:	5785450	TRAK-IT	
Registration Number:	5493054	TURN WORKSPACES INTO IDEA PLACES	
TRADEMARK			

CH \$765.00 1245809

Property Type	Number	Word Mark
Registration Number:	5476668	TURN WORKSPACES INTO SAFE PLACES
Registration Number:	6025636	VENUE
Registration Number:	0775929	VITRACITE
Registration Number:	5658326	THE WRITING SURFACE EXPERTS
Serial Number:	88406803	FOREVER WALL
Serial Number:	87726156	X-TREME MOBILE MARKERBOARD
Serial Number:	90022846	BTO
Serial Number:	90150907	CONCEPT
Serial Number:	90149427	NOUVEAU
Serial Number:	90149392	PREMIERE
Serial Number:	90150945	XCHANGE

CORRESPONDENCE DATA

Fax Number: 7146686355

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.

Phone: 7146686255

Email: sunnyelee@paulhastings.com

Correspondent Name: Sunny E. Lee

Address Line 1: 695 Town Center Drive, 17th Floor

Address Line 2: PAUL HASTINGS LLP

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	47101-22 Ratner/Goodman
NAME OF SUBMITTER:	Sunny E. Lee
SIGNATURE:	/s/ Sunny E. Lee
DATE SIGNED:	12/30/2020

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS)

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS)** (this “**Agreement**”) is made as of December 30, 2020 between each of the signatories hereto (collectively, the “**Grantors**”) in favor of WHITEHORSE CAPITAL MANAGEMENT, LLC, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of December 30, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Pledge and Security Agreement), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (in each case, other than any Excluded Assets):

(a) All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, trade dress and general intangibles of a like nature, all registrations and applications for registration of any of the foregoing including, but not limited to (i) the registrations and applications for registration referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf”, “tif” “DocuSign” or other similar electronic format) format shall be effective as delivery of a manually executed counterpart of this Agreement.


Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

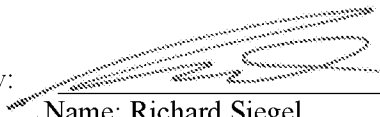
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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

CLARIDGE PRODUCTS AND EQUIPMENT, LLC,
as a Grantor

By: 
Name: Marcus McNew
Title: President and Authorized Person

WHITEHORSE CAPITAL MANAGEMENT, LLC,
as Collateral Agent

By: 
Name: Richard Siegel
Title: Authorized Signatory

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS)

Trademarks:

Registered Marks	Country	Registration #	Serial #	Registration Date	Filing Date	Next Maintenance Due	Status
C *	US	1245809	73319033	1983-07-19	1981-07-15	2022-07-19	Registered and renewed
C2TOUCH *	US	4351104	85548559	2013-06-11	2012-02-21	2022-06-11	Registered and renewed
CLARIDGE *	US	1208252	73317823	1982-09-14	1981-07-06	2021-09-14	Registered and renewed
CONNECT *	US	4306088	85426254	2013-03-19	2011-09-19	2022-03-19	Registered - Principal Register
ENVISION GRAPHICS *	US	4306081	85422628	2013-03-19	2011-09-14	2022-03-19	Registered - Principal Register
LCS *	US	1288970	73434798	1984-08-07	1983-07-15	2023-08-07	Registered and renewed
LCS *	US	1036082	73051061	1976-03-23	1975-05-01	2025-03-23	Registered and renewed
LCS II *	US	3712867	77491379	2009-11-17	2008-06-05	2028-11-17	10 year maintenance accepted
LCS3 *	US	5906335	88042908	2019-11-12	2018-06-18	2024-11-12	Registered - Principal Register
LCS3 PORCELAIN *	US	5702024	88044276	2019-03-19	2018-07-19	2024-03-19	Registered - Principal Register
LET YOUR IDEAS FLOW *	US	5702000	88043001	2019-03-19	2018-07-18	2024-03-19	Registered - Principal Register
LIFETIME CERAMIC SURFACE *	US	5651834	88044847	2019-01-08	2018-07-19	2024-01-08	Registered - Supplemental Register
MIX	US	6025628	88478198	2020-03-31	2019-06-18	2025-03-31	Registered - Principal Register
PITCH	US	6025630	88478422	2020-03-31	2019-06-18	2025-03-31	Registered - Principal Register
PRO-TACT *	US	5375880	86921821	2018-01-09	2016-02-26	2023-01-09	Registered - Principal Register
PRO-TACT BY CLARIDGE *	US	5375881	86921855	2018-01-09	2016-02-26	2023-01-09	Registered - Principal Register
SWITCH	US	6025629	88478312	2020-03-31	2019-06-18	2025-03-31	Registered - Principal Register
TRAK-IT *	US	5785450	88044681	2019-06-25	2018-07-19	2024-06-25	Registered - Principal Register
TURN WORKSPACES INTO IDEA PLACES *	US	5493054	87257851	2018-06-12	2016-12-05	2023-06-12	Registered - Principal Register
TURN WORKSPACES INTO SAFE PLACES *	US	5476668	87369514	2018-05-22	2017-03-13	2023-05-22	Registered - Principal Register
VENUE	US	6025636	88479480	2020-03-31	2019-06-19	2025-03-31	Registered - Principal Register
VITRACITE *	US	775929	72181325	1964-08-25	1963-11-18	2023-08-25	10 year maintenance accepted

TRADEMARK

THE WRITING SURFACE
EXPERTS *

US

5658326

88044752

2019-01-15

2018-07-19

2024-01-15

Registered - Supplemental
Register

Applications:

Pending Mark Applications	Country	Serial/ Application	Filing Date	Next Task Date	Next Task
FOREVER WALL	US	88406803	2019-04-29	2021-04-08	Statement of Use
X-TREME MOBILE MARKERBOARD	US	87726156	2017-12-19	2021-01-03	Statement of Use
BTO	US	90022846	2020-06-26	2020-12-03	End of Opposition
CONCEPT	US	90150907	2020-09-01		Await USPTO Examination
NOUVEAU	US	90149427	2020-08-31		Await USPTO Examination
PREMIERE	US	90149392	2020-08-31		Await USPTO Examination
XCHANGE	US	90150945	2020-09-01		Await USPTO Examination
CLARIDGE	CANADA	1911593	2018-07-30	2021-02-05	Respond to Canadian office action
CONNECT	CANADA	1911596	2018-07-30	2021-02-05	Respond to Canadian office action
C & DESIGN	CANADA	1911594	2018-07-30	2021-02-05	Respond to Canadian office action
PRO-TACT BY CLARIDGE	CANADA	1911595	2018-07-30	2021-02-05	Respond to Canadian office action