

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622219

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE IMAGINE GROUP, LLC		01/25/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ACQUIOM AGENCY SERVICES LLC		
Street Address:	150 SOUTH FIFTH STREET		
Internal Address:	SUITE 2600		
City:	MINNESPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	6185698	IMAGINE	
Registration Number:	6158763	THE IMAGINE GROUP	
Registration Number:	6059889	IMAGINE SYMPHONY	
Registration Number:	6059888	IMAGINE SYMPHONY	
Registration Number:	6228390	IMAGINE	
Registration Number:	5758768	IMAGINE	
Registration Number:	4832979	IMAGINE! EXPRESS	
Registration Number:	4832834	IMAGINE! EXPRESS	
Registration Number:	4734359	IMAGINE!	
Registration Number:	4734358	IMAGINE!	
Registration Number:	4734356	IMAGINE!	
Registration Number:	4734355	IMAGINE!	
Registration Number:	4520798	MIDNIGHT OIL	
Registration Number:	4863035	!	
Registration Number:	4863034	!	
Registration Number:	4734360	IMAGINE!	
Registration Number:	4734357	IMAGINE!	
Registration Number:	4986435	GFX INTERNATIONAL	
TRADEMARK			

OP \$815.00 6185698

Property Type	Number	Word Mark
Registration Number:	4986434	GFX INTERNATIONAL
Registration Number:	4986433	GFX
Registration Number:	4527722	IMAGINE! PRINT SOLUTIONS
Registration Number:	4356806	IMAGINE! PRINT SOLUTIONS
Registration Number:	4356809	IMAGINE! PRINT SOLUTIONS
Registration Number:	3167534	IMAGINE! PRINT SOLUTIONS
Registration Number:	3084742	IMAGINE! PRINT SOLUTIONS
Registration Number:	3836121	GFX SYMPHONY
Registration Number:	3529983	IMAGINE! PRINT SOLUTIONS
Registration Number:	3448525	IMAGINE! PRINT SOLUTIONS
Registration Number:	3448524	IMAGINE! PRINT SOLUTIONS
Registration Number:	3529982	IMAGINE! PRINT SOLUTIONS
Registration Number:	2319050	LPG INTERNATIONAL
Registration Number:	2106336	LPG INTERNATIONAL

CORRESPONDENCE DATA

Fax Number: 7045032622
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: 7045032600
Email: msheehan@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: 300 S. Tryon St., Ste 1700
Address Line 2: Attn: Moira Sheehan
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	22978.230007
NAME OF SUBMITTER:	Moira Sheehan
SIGNATURE:	/Moira Sheehan/
DATE SIGNED:	01/25/2021

Total Attachments: 7
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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of January 25, 2021 (this "Agreement"), made by THE IMAGINE GROUP, LLC, a Delaware limited liability company (the "Pledgor"), in favor of ACQUIOM AGENCY SERVICES LLC, as Collateral Agent (as defined below).

Reference is made to the Security Agreement, dated as of January 25, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among The Imagine Group, LLC, a Delaware limited liability company (the "Borrower"), each subsidiary of the Borrower from time to time party thereto, Imagine! Parent, LLC, a Delaware limited liability company ("Parent Holdings"), Imagine! Holdco, LLC, a Delaware limited liability company ("Holdings"), Imagine! Intermediate Holdco, LLC, a Delaware limited liability company ("Intermediate Holdings" and, together with Parent Holdings and Holdings, the "Holdings Entities"), and Acquiom Agency Services LLC, in its capacity as Administrative Agent under the Credit Agreement (together with its successors and assigns in such capacity, the "Collateral Agent"). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the "Trademark Collateral"):

all U.S. registered and applied for Trademarks, including those listed on Schedule I; *provided, however*, that the foregoing pledge, assignment and grant of security interest will not cover any intent-to-use (or similar) Trademark application prior to the filing and acceptance of a "Statement of Use," "Amendment to Allege Use" or similar filing with respect thereto, only to the extent, if any, that, and solely during the period in which, if any, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark application under applicable law.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall

constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.


SECTION 5. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. *Termination.* This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Security Agreement. Subject to the Security Agreement and the Credit Agreement, the Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement and permitted by the Credit Agreement, execute and deliver to the Pledgor as the Pledgor may reasonably request, an instrument in writing releasing the security interest in the applicable Trademark Collateral acquired under this Agreement; *provided* that the Collateral Agent shall not be required to execute any such document on terms which, in the Collateral Agent's reasonable opinion, would expose the Collateral Agent to liability or create any obligation or entail any consequence other than the evidence of such termination or release without representation or warranty. Any execution and delivery of documents pursuant to this Section 6 shall be made without recourse to or warranty by the Collateral Agent. The Pledgor agrees to pay all reasonable and documented out-of-pocket expenses incurred by the Collateral Agent (and its representatives and counsel) in connection with the execution and delivery of such release documents or instruments.

[*Signature Pages Follow*]

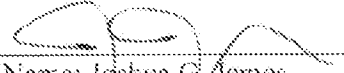
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

THE IMAGINE GROUP, LLC, as Pledgor

By: 
Name: Tim Bettenga
Title: Vice President and Secretary

ACCEPTED AND AGREED:

ACQUIOM AGENCY SERVICES LLC,
as Collateral Agent

By: 
Name: Joshua G. James
Title: Senior Director

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by The Imagine Group, LLC

U.S. Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
IMAGINE	6185698	10/27/2020
THE IMAGINE GROUP	6158763	09/22/2020
IMAGINE SYMPHONY and Design	6059889	05/19/2020
IMAGINE SYMPHONY and Design	6059888	05/19/2020
IMAGINE and Design	6228390	12/22/2020
IMAGINE and Design	5758768	05/21/2019
IMAGINE! EXPRESS	4832979	10/13/2015
IMAGINE! EXPRESS	4832834	10/13/2015
IMAGINE! and Design	4734359	05/12/2015
IMAGINE! and Design	4734358	05/12/2015
IMAGINE!	4734356	05/12/2015
IMAGINE!	4734355	05/12/2015
MIDNIGHT OIL	4520798	04/29/2014
! and Design	4863035	12/01/2015
! and Design	4863034	12/01/2015
IMAGINE! and Design	4734360	05/12/2015
IMAGINE!	4734357	05/12/2015
GFX INTERNATIONAL (Stylized)	4986435	06/28/2016
GFX INTERNATIONAL	4986434	06/28/2016
GFX	4986433	06/28/2016
IMAGINE! PRINT SOLUTIONS and Design	4527722	05/13/2014

IMAGINE! PRINT SOLUTIONS and Design	4356806	06/25/2013
IMAGINE! PRINT SOLUTIONS and Design	4356809	06/25/2013
IMAGINE! PRINT SOLUTIONS and Design	3167534	11/07/2006
IMAGINE! PRINT SOLUTIONS	3084742	04/25/2006
GFX SYMPHONY	3836121	08/17/2010
IMAGINE! PRINT SOLUTIONS	3529983	11/11/2008
IMAGINE! PRINT SOLUTIONS	3448525	06/17/2008
IMAGINE! PRINT SOLUTIONS	3448524	06/17/2008
IMAGINE! PRINT SOLUTIONS	3529982	11/11/2008
LPG INTERNATIONAL	2319050	02/15/2000
LPG INTERNATIONAL	2106336	10/21/1997

U.S. Trademark Applications

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
IMAGINE THERE IS A BETTER WAY	90126755	08/20/2020
IMAGINE THERE'S A BETTER WAY	90126748	08/20/2020
THERE IS A BETTER WAY	90126744	08/20/2020
THERE'S A BETTER WAY	90126737	08/20/2020
IMAGINE THERE IS A BETTER WAY	90126731	08/20/2020
IMAGINE THERE'S A BETTER WAY	90126726	08/20/2020
THERE IS A BETTER WAY	90126722	08/20/2020
THERE'S A BETTER WAY	90126719	08/20/2020
IMAGINE THERE IS A BETTER WAY	90126711	08/20/2020
IMAGINE THERE'S A BETTER WAY	90126703	08/20/2020
THERE IS A BETTER WAY	90126698	08/20/2020
THERE'S A BETTER WAY	90126692	08/20/2020

IMAGINE THERE IS A BETTER WAY	90126686	08/20/2020
IMAGINE THERE'S A BETTER WAY	90126681	08/20/2020
THERE IS A BETTER WAY	90126676	08/20/2020
THERE'S A BETTER WAY	90126669	08/20/2020
IMAGINE	88097800	08/29/2018
THE IMAGINE GROUP	88097743	08/29/2018
IMAGINE	88097797	08/29/2018
IMAGINE	88097791	08/29/2018
THE IMAGINE GROUP	88097770	08/29/2018
THE IMAGINE GROUP	88097763	08/29/2018
IMAGINE and Design	87801042	02/16/2018
IMAGINE and Design	87801054	02/16/2018