

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656809

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Faneuil, Inc.		06/29/2021	Corporation: DELAWARE
PHOENIX COLOR CORP.		06/29/2021	Corporation: DELAWARE
Realtime Digital Innovations, Inc.		06/29/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Blue Torch Finance, LLC
Street Address:	430 Park Avenue, Suite 1202
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	86831731	YOU. REALIZED.
Registration Number:	2964496	VIBRAMOTION
Registration Number:	1699651	DECOGRAM
Registration Number:	2785921	LITHOFOIL
Registration Number:	3608473	PHOENIX COLOR CORP.
Registration Number:	2954154	INTERACTIVE ILLUSION
Registration Number:	2513657	
Serial Number:	90383984	VISTIO

CORRESPONDENCE DATA

Fax Number: 2129692900

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: 212-969-3000

Email: ypan@proskauer.com

Correspondent Name: Jinhwa Seo

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

CH \$215.00 86831731

Address Line 4:	New York, NEW YORK 10036-8299
ATTORNEY DOCKET NUMBER:	34089-029
NAME OF SUBMITTER:	Jinhwa Seo
SIGNATURE:	/Jinhwa Seo/
DATE SIGNED:	06/29/2021
Total Attachments: 4 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif	

GRANT OF SECURITY INTEREST - - TRADEMARKS

WHEREAS, Faneuil, Inc., Phoenix Color Corp. and Realtime Digital Innovations, Inc. (each a "Grantor" and collectively, the "Grantors") have 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 Grantors have entered into a Pledge and Security Agreement, dated as of June 29, 2021 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Blue Torch Finance, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

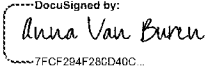
WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of each Grantor in, to and under the Trademarks, together with, among other things, the good-will 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, each Grantor does hereby pledge, convey, sell, assign, transfer and set over unto the Grantee and grants to the Grantee for the benefit of the Grantee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.


Each 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.

IN WITNESS WHEREOF, each Grantor has caused this Grant of Security Interest to be duly executed by its officer thereunto duly authorized as of June 29, 2021.

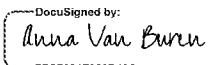
FANEUIL, INC.

By: 
Name: Anna Van Buren
Title: President and CEO

PHOENIX COLOR CORP.

By: 
Name: Marc Reisch
Title: Chairman

REALTIME DIGITAL INNOVATIONS, INC.

By: 
Name: Anna Van Buren
Title: President and CEO

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications
Owned by Faneuil, Inc., Phoenix Color Corp. and Realtime Digital Innovations, Inc.

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
Faneuil, Inc.	U.S.	You. Realized.	86831731	11/25/2015	01/03/2017	N/A
Phoenix Color Corp.	U.S.	VIBRAMOTION	2964496	January 24, 2003	July 5, 2005	N/A
Phoenix Color Corp.	U.S.	DECOGRAM	1699651	September 5, 1991	July 7, 1992	N/A
Phoenix Color Corp.	U.S.	LITHOFOIL	2785921	November 4, 2002	November 25, 2003	N/A
Phoenix Color Corp.	U.S.	PHOENIX COLOR CORP.	3608473	August 19, 2008	April 21, 2009	N/A
Phoenix Color Corp.	U.S.	INTERACTIVE ILLUSION	2954154	January 24, 2003	May 24, 2005	N/A
Phoenix Color Corp.	U.S.	Miscellaneous Design (brush marks)	2513657 ¹	February 13, 1998	December 4, 2001	N/A

¹ Trademark was assigned pursuant to a Trademark Assignment Agreement dated October 2, 2017, between Phoenix Color Corp. and Moore-Langen Printing Company, Inc.

Realtime Digital
Innovations, Inc.

U.S.

VISTIO

90383984
(Intent-to-Use)

December 15,
2020

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N/A

TRADEMARK

REEL: 007339 FRAME: 0830

RECORDED: 06/29/2021

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