

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM668787

<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>
CERBERUS BUSINESS FINANCE, LLC		08/17/2021	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	PITTSBURGH		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3323580	THOSE WHO KNOW US KNOW MORE	
<b>Registration Number:</b>	1699651	DECOGRAM	
<b>Registration Number:</b>	2138992	PHOENIX COLONET	
<b>Registration Number:</b>	2195514	LEHIFI	
<b>Registration Number:</b>	2785921	LITHOFOIL	
<b>Registration Number:</b>	2964496	VIBRAMOTION	
<b>Registration Number:</b>	2954154	INTERACTIVE ILLUSION	
<b>Registration Number:</b>	3011905	BASEONE	
<b>Registration Number:</b>	3608473	PHOENIX COLOR CORP.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>	2155695619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye (074658-15063)		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	8th Floor		

OP \$240.00 3323580

<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103
<b>ATTORNEY DOCKET NUMBER:</b>	074658-15063
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	08/19/2021
<b>Total Attachments: 6</b> source=AR - IP Security Agreement - Assignments (PNC_ALJ)#page1.tif source=AR - IP Security Agreement - Assignments (PNC_ALJ)#page2.tif source=AR - IP Security Agreement - Assignments (PNC_ALJ)#page3.tif source=AR - IP Security Agreement - Assignments (PNC_ALJ)#page4.tif source=AR - IP Security Agreement - Assignments (PNC_ALJ)#page5.tif source=AR - IP Security Agreement - Assignments (PNC_ALJ)#page6.tif	

**ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS** (this “Assignment”) is made and entered into as of August 17, 2021 by and between **CERBERUS BUSINESS FINANCE, LLC**, acting in its capacity as the resigning collateral agent for the Secured Parties under the Exit Agreement referred to below (in such capacity, the “Resigning Agent”), and **PNC BANK, NATIONAL ASSOCIATION**, acting in its capacity as the successor collateral agent (in such capacity, the “Successor Agent”). Capitalized terms not otherwise defined herein will have the meaning assigned to them in the Exit Agreement or IP Agreements (as defined below), as applicable.

**RECITALS:**

WHEREAS, PHOENIX COLOR CORP., a Delaware Corporation, and FANEUIL, INC., a Delaware corporation (the “Grantors”) and Resigning Agent are parties to that certain Grant of Security Interest -- Trademarks, dated August 14, 2015, and Grant of Security Interest -- Copyrights, dated August 14, 2015, identified in Exhibit A attached hereto (the “IP Agreements”) covering certain intellectual property set forth on Exhibit B attached hereto; and

WHEREAS, pursuant to that certain Collateral Agent and Term Loan Lender Exit Agreement, dated as of June 29, 2021 (the “Exit Agreement”), by and among Resigning Agent, Successor Agent, and the other persons party thereto, Resigning Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the IP Agreements, in each instance, in its capacity as collateral agent.

NOW, THEREFORE, in accordance with the terms of the Exit Agreement and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Resigning Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the IP Agreements.

Successor Agent hereby acknowledges and agrees that this Assignment is made without representation or warranty of any kind, nature or description by, the Resigning Agent, except as set forth in, and in accordance with, the Exit Agreement, which applies to this Assignment *mutatis mutandis*, and without recourse to the Resigning Agent, except as expressly set forth in the Exit Agreement.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Resigning Agent and Successor Agent have caused this Assignment to be duly executed as of the date first written above.

**RESIGNING AGENT:**

**SUCCESSOR AGENT:**

**CERBERUS BUSINESS FINANCE, LLC**

**PNC BANK, NATIONAL ASSOCIATION**



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Name: Daniel E. Wolf  
Title: Chief Executive Officer

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Name: Patrick Cornell  
Title: Senior Vice President

IN WITNESS WHEREOF, Resigning Agent and Successor Agent have caused this Assignment to be duly executed as of the date first written above.

**RESIGNING AGENT:**

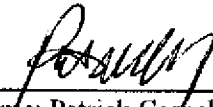
**SUCCESSOR AGENT:**

**CERBERUS BUSINESS FINANCE, LLC**

**PNC BANK, NATIONAL ASSOCIATION**

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Name: Daniel E. Wolf  
Title: Chief Executive Officer



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Name: Patrick Cornell  
Title: Senior Vice President

## **Exhibit A**

Grant of Security Interest -- Trademarks dated as of August 14, 2015, filed with the United States Patent and Trademark Office on September 25, 2015 in Reel 5631, Frame 0031.

Grant of Security Interest -- Copyrights dated as of August 14, 2015, filed with the United States Copyright Office on September 30, 2015 recorded under Document No. V9928D629.

**EXHIBIT B**

**TRADEMARK REGISTRATIONS**

<b>Grantor</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Faneuil, Inc.	THOSE WHO KNOW US KNOW MORE	3323580	10/30/2007
Phoenix Color Corp.	DECOGRAM	1699651	7/7/1992
Phoenix Color Corp.	PHOENIX COLORNET	2138992	2/24/1998
Phoenix Color Corp.	LEHIFI	2195514	10/13/1998
Phoenix Color Corp.	LITHOFOIL	2785921	11/25/2003
Phoenix Color Corp.	VIBRAMOTION	2964496	7/5/2005
Phoenix Color Corp.	INTERACTIVE ILLUSION	2954154	5/24/2005
Phoenix Color Corp.	BASEONE	3011905	11/1/2005
Phoenix Color Corp.	PHOENIX COLOR CORP.	3608473	4/21/2009

**COPYRIGHT REGISTRATIONS**

<b>Grantor</b>	<b>Copyright</b>	<b>Registration No.</b>	<b>Registration Date</b>
Phoenix Color Corp.	Phoenix, coloring America	VAu000066836	10/9/1984