

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686546

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CZARNOWSKI DISPLAY SERVICE, INC.		06/21/2021	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	LAKE FOREST BANK & TRUST COMPANY, N.A.		
Street Address:	727 North Bank Lane		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4661795	CZARNOWSKI	
Registration Number:	5272165	PUBLIC SCHOOL	
Registration Number:	5547039	PUBLIC SCHOOL	
Registration Number:	5897655	ASSEMBLY	
Registration Number:	5134157	WE LOVE WHAT WE DO	
CORRESPONDENCE DATA			
Fax Number:	3128324700		
<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>			
Phone:	3128324500		
Email:	ncampos@foley.com		
Correspondent Name:	Sarah Null / Foley & Lardner LLP		
Address Line 1:	321 North Clark Street		
Address Line 2:	Suite 3000		
Address Line 4:	Chicago, ILLINOIS 60654-4762		
NAME OF SUBMITTER:	Sarah Null		
SIGNATURE:	/Sarah Null/		
DATE SIGNED:	11/08/2021		
Total Attachments: 7			

OP \$140.00 4661795

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of July 21, 2021, but effective as of June 21, 2021, by and between **CZARNOWSKI DISPLAY SERVICE, INC.**, an Illinois corporation (“**Grantor**”), and **LAKE FOREST BANK & TRUST COMPANY, N.A.**, as administrative agent (“**Agent**”).

RECITALS

A. Grantor and certain of Grantor’s affiliates (collectively, the “**Borrowers**”) have entered into that certain Loan and Security Agreement, dated as of June 21, 2021 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “**Loan Agreement**”), among the Borrowers, the financial institutions from time to time party thereto as lenders (the “**Lenders**”), and Agent, as administrative agent for the Lenders.

B. The Lenders have agreed to extend certain financial accommodations to the Borrowers (the “**Loans**”) in the amounts and manner set forth in the Loan Agreement. The Lenders are willing to make the Loans to the Borrowers, but only upon the condition, among others, that Grantor grants to Agent a security interest in Copyrights, Trademarks, and Patents (as each term is described below) to secure the prompt and complete payment and performance of all of the Obligations (as defined in the Loan Agreement).

C. Pursuant to the Loan Agreement, Grantor has granted to Agent a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under certain collateral, including the Intellectual Property Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment and performance of all of the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the payment and performance of all of the Obligations, Grantor grants and pledges to Agent a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property, including but not limited to the following (all of which shall collectively be called the “**Intellectual Property Collateral**”):

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);
2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

6. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

7. All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

8. All amendments, extensions, renewals and extensions of any of the Copyrights, Patents or Trademarks; and

9. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding anything to the contrary contained herein, the security interests granted under this Agreement shall not extend to 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 that and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to use Trademark application under applicable law).

This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its duly authorized representatives as of the date first written above.

GRANTOR:

Address of Grantor:

2287 South Blue Island Avenue
Chicago, Illinois 60608

CZARNOWSKI DISPLAY SERVICE, INC.

By: 

Name: Mark Nagle
Title: Chief Executive Officer

AGENT:

Address of Agent:

727 North Bank Lane
Lake Forest, Illinois 60045

LAKE FOREST BANK & TRUST
COMPANY, N.A.

By: _____

Name: Laura Crandall
Title: Senior Vice President

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its duly authorized representatives as of the date first written above.

GRANTOR:

Address of Grantor:

2287 South Blue Island Avenue
Chicago, Illinois 60608

CZARNOWSKI DISPLAY SERVICE, INC.

By: _____

Name: Mark Nagle

Title: Chief Executive Officer

AGENT:

Address of Agent:

727 North Bank Lane
Lake Forest, Illinois 60045

LAKE FOREST BANK & TRUST
COMPANY, N.A.

By:  _____

Name: Laura Crandall

Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

4846-1564-4656.

TRADEMARK
REEL: 007487 FRAME: 0242

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

None.

PATENT APPLICATIONS

Name of Grantor	Patent Application	Application Filing Date	Application Serial Number
Czarnowski Display Service, Inc.	USPTO 15/087,549	March 31, 2016	n/a

EXHIBIT C

TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
Czarnowski Display Service, Inc.	CZARNOWSKI	December 30, 2014	USPTO 4661795
Czarnowski Display Service, Inc.	CZARNOWSKI	October 29, 2015	Canada TMA918749
Czarnowski Display Service, Inc.	PUBLIC SCHOOL	August 22, 2017	USPTO 5272165
Czarnowski Display Service, Inc.	PUBLIC SCHOOL and design	August 21, 2018	USPTO 5547039
Czarnowski Display Service, Inc.	PUBLIC SCHOOL and design	June 20, 2019	Canada TMA1029583
Czarnowski Display Service, Inc.	ASSEMBLY and design	October 29, 2019	USPTO 5897655
Czarnowski Display Service, Inc.	WE LOVE WHAT WE DO	January 31, 2017	USPTO 5134157

TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
Czarnowski Display Service, Inc.	ASSEMBLY and design	August 2, 2017	1850738