

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689683

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CultureWorks, Inc.		11/16/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MEP Capital Holdings III, L.P.		
Street Address:	244 Madison Avenue #1214		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	90565839	FFFFFFFF	
Serial Number:	90721947	FOTOGRAFISKA	
Registration Number:	6030987	VERONIKA	
Registration Number:	6322513	FOTOGRAFISKA NEW YORK	
Registration Number:	5153811	PALEY.	
Registration Number:	5106757	PALEY	
Registration Number:	4430000	NEUEHOUSE	
Registration Number:	4780128	NH NEUEHOUSE	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Email:	iquick@reitlerlaw.com		
Correspondent Name:	Reitler Kailas & Rosenblatt LLP		
Address Line 1:	885 Third Avenue, 20th Floor		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Ishara Quick		
SIGNATURE:	/isharaquick/		
DATE SIGNED:	11/22/2021		

OP \$215.00 90565839

Total Attachments: 6

source=Trademark Security Agreement (Executed)#page1.tif

source=Trademark Security Agreement (Executed)#page2.tif

source=Trademark Security Agreement (Executed)#page3.tif

source=Trademark Security Agreement (Executed)#page4.tif

source=Trademark Security Agreement (Executed)#page5.tif

source=Trademark Security Agreement (Executed)#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of November 16, 2021, by and among Fotografiska Trademark AB, a Swedish limited liability company, Neuhouse Hollywood LLC, a Delaware limited liability company and CultureWorks, Inc., a Delaware corporation (collectively, "Grantor") and MEP Capital Holdings III, L.P., a Delaware limited partnership ("Grantee") in accordance with that certain Secured Loan and Security Agreement dated as of November 16, 2021 between the Grantor, Grantee and other parties thereto identified therein (the "Loan Agreement").

WITNESSETH:

WHEREAS, pursuant to the to the terms of the Loan Agreement, Grantor is required to execute and deliver this Agreement;

WHEREAS, in connection with the Loan Agreement, the Grantor will assign this Agreement and the benefits hereof to Grantee, as the secured lender; and

WHEREAS, Grantee, or any affiliates, successors, or assigns thereof, shall be referred to herein as the "Secured Party."

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to the Secured Party, to secure Grantor's obligations to the Secured Party under the Loan Agreement (the "Secured Obligations"), a continuing security interest (the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its trademarks and all trademark licenses to which it is a party including but not limited to those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license to which it is a party; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark (including but not limited to any trademarks licensed under any trademark license to which Grantor is a party), including but not limited to the right to receive any damages, (ii) injury to the goodwill associated with any trademark, or (iii) right to receive license fees, royalties, and other compensation under any trademark license to which Grantor is a party.

3. SECURITY FOR SECURED OBLIGATIONS. This Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to the Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Secured Party pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Loan Agreement, the Loan Agreement shall control. Notwithstanding the other provisions of this Agreement, the obligations and liabilities of Fotografiska Trademark AB under this Agreement and any security interests granted by Fotografiska Trademark AB pursuant to the Loan Agreement shall be limited, if (and only if) required by the mandatory provisions of the Swedish Companies Act (Sw. Aktiebolagslag (2005:551)) regulating unlawful distribution of assets and transfer of value (Sw. värdeöverföring) pursuant to Chapter 17, Sections 1 to 4 of the Swedish Companies Act, and it is understood that the obligations and liabilities of Fotografiska Trademark AB under this Agreement and the Loan Agreement only applies to the extent permitted by the above mentioned provisions of the Swedish Companies Act.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, or rights under license with respect to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to the Secured Party with respect to any such new trademarks, trademark licenses, or renewals or extensions of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes the Secured Party unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

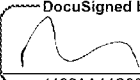
6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTOR:

CULTUREWORKS, INC.
NEUEHOUSE HOLLYWOOD LLC
FOTOGRAFISKA TRADEMARK AB

DocuSigned by:
By 
Name: Josh Wyatt
Title: Chief Executive Officer

Address for notices:

CultureWorks, Inc.
373 Park Avenue South, 5th Floor,
New York, NY 10016

With a copy (which shall not constitute notice) to:

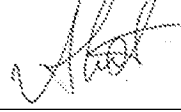
Herrick, Feinstein LLP
Two Park Avenue,
New York, NY 10016
Attention: Yariv Ben-Ari
Phone: 212.592.1440
Email: ybenari@herrick.com

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SECURED PARTY:

MEP CAPITAL HOLDINGS III, L.P.

By: MEP CAPITAL III GP, LLC

By  _____

Name: Andrew Kotliar

Title: General Partner

Address for notices:




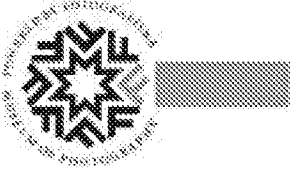
MEP Capital Holdings III, L.P.
244 Madison Avenue, #1214
New York, NY 10016
Attention: Andrew Kotliar
Email: andrew.kotliar@mepcap.com


With a copy (which shall not constitute notice) to:

Reitler Kailas & Rosenblatt LLP
885 Third Avenue, 20th Floor
New York, NY 10022
Attention: Jonathan Silverblatt
Phone: (212) 209-3050
Email: jsilverblatt@reitlerlaw.com

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Intellectual Property</u>	<u>Type of IP</u>	<u>Registered Owner</u>	<u>Registration No.</u>
FOTOGRAFISKA FOR LIFE	Trademark	Fotografiska Trademark AB	5940713
	Trademark	Fotografiska Trademark AB	90565839 (Serial No.)
FOTOGRAFISKA	Trademark	Fotografiska Trademark AB	90721947 (Serial No.)
VERONIKA	Trademark	Fotografiska Trademark AB	6030987
	Trademark	Fotografiska Trademark AB	6322513
	Trademark	Fotografiska Trademark AB	4545673
	Trademark	Fotografiska Trademark AB	5024704

PALEY.	Trademark	Neuehouse Hollywood LLC	5153811
PALEY	Trademark	Neuehouse Hollywood LLC	5106757
NEUEHOUSE	Trademark	Neuehouse LLC	4430000
	Trademark	Neuehouse LLC	4780128

Schedule 1
to Trademark Security Agreement