

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695348

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT (SECOND LIEN)
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PARAGON FILMS, INC.		12/16/2021	Corporation: OKLAHOMA

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent
Street Address:	11 Madison Ave
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	5657263	
Registration Number:	5956160	
Registration Number:	6044261	ADVANCED SLIP TECHNOLOGY
Registration Number:	6441325	CERTIFIED PARAGON FILMS
Registration Number:	6428542	CERTIFIED PARAGON FILMS
Registration Number:	5915564	CIRCLE OF EXCELLENCE 360°
Registration Number:	3945654	COLD FORCE
Registration Number:	4463700	COLD FORCE MACHINE FILM
Registration Number:	5746079	CONTRAST
Registration Number:	5861817	CONTRAST MACHINE FILM
Registration Number:	5657252	DESTINATION SECURED
Registration Number:	2567767	EDGE STRETCH FILM
Registration Number:	2742225	EDGE STRETCH FILM
Registration Number:	1598571	FORCE
Registration Number:	3714913	FORCE FILMS
Registration Number:	3714960	GLOBAL FORCE
Registration Number:	4475854	GLOBAL FORCE MACHINE FILM
Registration Number:	2660963	GLOBAL WRAP

OP \$1015.00 5657263

Property Type	Number	Word Mark
Registration Number:	4400416	NEXUS
Registration Number:	4475855	NEXUS MACHINE FILM
Registration Number:	1598570	PARAGON
Registration Number:	5496571	PARAGON FILMS
Registration Number:	5657251	PARAGON FILMS
Registration Number:	5587881	PARAGON FILMS DESTINATION SECURED
Registration Number:	5956157	PARAGON FILMS DESTINATION SECURED
Registration Number:	4388239	PARAGON FILMS FOR CHRIST CHARITABLE TRUS
Registration Number:	4388240	PARAGONU
Registration Number:	3624147	SPARTAN
Registration Number:	4475856	SPARTAN HANDFILM
Registration Number:	6035733	THINNER.STRONGER.GREENER.
Registration Number:	5969297	TITUS
Registration Number:	6109023	TITUS HANDFILM
Registration Number:	6109024	TITUS HANDFILM
Registration Number:	3718149	TORQUE
Registration Number:	4467385	TORQUE HANDFILM
Registration Number:	4388241	U
Registration Number:	3062712	ULTIMATE FORCE
Registration Number:	4463701	ULTIMATE FORCE MACHINE FILM
Registration Number:	6570345	EDGE HANDFILM
Registration Number:	4391531	

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1551625 TM 2L IPSA
NAME OF SUBMITTER:	Christian Craft
SIGNATURE:	/Christian Craft/
DATE SIGNED:	12/16/2021

Total Attachments: 10
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REFERENCE IS MADE TO THE FIRST LIEN/SECOND LIEN INTERCREDITOR AGREEMENT DATED AS OF DECEMBER 16, 2021 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “FIRST LIEN/SECOND LIEN INTERCREDITOR AGREEMENT”), AMONG CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (“CS”), AS FIRST LIEN AGENT (AS DEFINED THEREIN), CS, AS SECOND LIEN AGENT (AS DEFINED THEREIN), SECURE MIDCO INC., A DELAWARE CORPORATION, SECURE ACQUISITION INC., A DELAWARE CORPORATION AND EACH OTHER PARTY FROM TIME TO TIME PARTY THERETO. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE FIRST LIEN/SECOND LIEN INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE FIRST LIEN/SECOND LIEN INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE FIRST LIEN/SECOND LIEN INTERCREDITOR AGREEMENT SHALL CONTROL.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 16, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as administrative agent and collateral agent (together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, SECURE MIDCO INC., a Delaware corporation (“Holdings”) and SECURE ACQUISITION INC., a Delaware corporation (the “Borrower”), the several banks and other financial institutions or entities from time to time party thereto as lenders and the Administrative Agent have entered into that certain Second Lien Credit Agreement, dated as of December 16, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Credit Agreement”). Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Second Lien Guarantee and Collateral Agreement, dated as of December 16, 2021, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of their Copyrights, Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or the United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Administrative Agent, for the benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "IP Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (i) all United States copyrights, whether or not the underlying works of authorship have been published and whether as author, assignee, transferee or otherwise, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations, copyright applications, mask works registrations and mask works applications, and any renewals or extensions thereof, including each registration and application identified in Schedule 1 and (ii) the rights to print, publish and distribute any of the foregoing ("Copyrights");

(b) all exclusive Copyright Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party, including any of the foregoing identified in Schedule 1 ("Exclusive Copyright Licenses");

(c) (i) all United States and state trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, designs and general intangibles of like nature and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 2 (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks"); and

(d) (i) all United States patents, patent applications and patentable inventions, including each issued patent, industrial design, patent application and industrial design application identified in Schedule 3 (as such schedule may be amended from time to time), all certificates of invention or similar property rights, and all registrations thereof, (ii) all inventions and improvements described and claimed therein, and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof and all improvements thereon (collectively, the "Patents").

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks, as applicable, and any other applicable United States government officer record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. Any signature to this IP Security Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 or the New York Electronic Signature and Records Act or other

transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this agreement. Each of the parties hereto represents and warrants to the each other parties that it has the corporate capacity and authority to execute this IP Security Agreement through electronic means and there are no restrictions for doing so in that Party's constitutive documents.

SECTION 5 GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

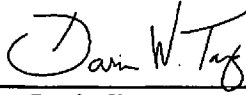
SECTION 7 Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent, for the benefit of the Secured Parties pursuant to this Agreement, and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder, in each case, with respect to the Collateral and Liens securing any Obligations are subject to the provisions of any applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of any applicable Intercreditor Agreement and this Agreement with respect to the Collateral and Liens securing any Obligations the provisions of the applicable Intercreditor Agreement shall prevail.

SECTION 8 Notice. Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.2 of the Guarantee and Collateral Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

PARAGON FILMS, INC.,
as a Grantor

By: 
Name: Darin Tang
Title: Chief Executive Officer

[Signature Page to Second Lien IP Security Agreement]

TRADEMARK
REEL: 007532 FRAME: 0641

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as the Administrative Agent

By: 
Name: Vipul Dhadda
Title: Authorized Signatory

By: *Ilan Dolgin*
Name: Ilan Dolgin
Title: Authorized Signatory

COPYRIGHTS

Loan Parties	Title	Reg. No.	Registration Date	Status
Paragon Films, Inc.	Ultimate Force.	VA0001952626	April 26, 2015	Registered
Paragon Films, Inc.	Film That Protects Like A Spartan Shield.	VA0001712472	August 11, 2008	Registered
Paragon Films, Inc.	Spartan Torque Sales Brochure.	VA0001663426	August 11, 2008	Registered
Paragon Films, Inc.	Ultimate force advertisement.	TX0006188396	June 06, 2005	Registered
Paragon Films, Inc.	Ultimate force brochure.	TX0006246555	June 10, 2005	Registered

Schedule 2

TRADEMARKS

Loan Parties	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
Paragon Films, Inc.	(bird design)	85816987	Jan 7 2013	4391531	Aug 27 2013	Registered
Paragon Films, Inc.	(bird in hexagon b&w design)	87667608	Nov 1 2017	5657263	Jan 15 2019	Registered
Paragon Films, Inc.	(bird in hexagon color design)	87667598	Nov 1 2017	5956160	Jan 7 2020	Registered
Paragon Films, Inc.	ADVANCED SLIP TECHNOLOGY	88448479	May 28 2019	6044261	Apr 28 2020	Registered
Paragon Films, Inc.	CERTIFIED PARAGON FILMS (b/w design)	87665884	Oct 31 2017	6441325	Aug 3 2021	Registered
Paragon Films, Inc.	CERTIFIED PARAGON FILMS (color design)	87665891	Oct 31 2017	6428542	Jul 20 2021	Registered
Paragon Films, Inc.	CIRCLE OF EXCELLENCE 360 (design)	87801224	Feb 16 2018	5915564	Nov 19 2019	Registered
Paragon Films, Inc.	COLD FORCE	77917078	Jan 21 2010	3945654	Apr 12 2011	Registered
Paragon Films, Inc.	COLD FORCE MACHINE FILM (design)	85721011	Sep 5 2012	4463700	Jan 7 2014	Registered
Paragon Films, Inc.	CONTRAST	87356082	Mar 2 2017	5746079	May 7 2019	Registered
Paragon Films, Inc.	CONTRAST MACHINE FILM (design)	88324865	Mar 4 2019	5861817	Sep 17 2019	Registered
Paragon Films, Inc.	DESTINATION SECURED	87665907	Oct 31 2017	5657252	Jan 15 2019	Registered
Paragon Films, Inc.	EDGE STRETCH FILM	75537053	Aug 17 1998	2567767	May 7 2002	Registered
Paragon Films, Inc.	EDGE STRETCH FILM (design)	75537272	Aug 17 1998	2742225	Jul 29 2003	Registered
Paragon Films, Inc.	FORCE	73833469	Oct 23 1989	1598571	May 29 1990	Registered
Paragon Films, Inc.	FORCE FILMS	77724255	Apr 28 2009	3714913	Nov 24 2009	Registered
Paragon Films, Inc.	GLOBAL FORCE	77724838	Apr 29 2009	3714960	Nov 24 2009	Registered
Paragon Films, Inc.	GLOBAL FORCE MACHINE FILM (design)	85721060	Sep 5 2012	4475854	Jan 28 2014	Registered
Paragon Films, Inc.	GLOBAL WRAP	74590718	Oct 26 1994	2660963	Dec 17 2002	Registered
Paragon Films, Inc.	NEXUS	77907576	Jan 8 2010	4400416	Sep 10 2013	Registered

Loan Parties	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
Paragon Films, Inc.	NEXUS MACHINE FILM (design)	85721085	Sep 5 2012	4475855	Jan 28 2014	Registered
Paragon Films, Inc.	PARAGON	73833468	Oct 23 1989	1598570	May 29 1990	Registered
Paragon Films, Inc.	PARAGON FILMS	87665895	Oct 31 2017	5496571	Jun 19 2018	Registered
Paragon Films, Inc.	PARAGON FILMS (b&w design)	87665898	Oct 31 2017	5657251	Jan 15 2019	Registered
Paragon Films, Inc.	PARAGON FILMS DESTINATION SECURED (b&w design)	87665900	Oct 31 2017	5587881	Oct 16 2018	Registered
Paragon Films, Inc.	PARAGON FILMS DESTINATION SECURED (color design)	87665905	Oct 31 2017	5956157	Jan 7 2020	Registered
Paragon Films, Inc.	PARAGON FILMS FOR CHRIST CHARITABLE TRUST (design)	85880354	Mar 19 2013	4388239	Aug 20 2013	Registered
Paragon Films, Inc.	PARAGONU	85880901	Mar 20 2013	4388240	Aug 20 2013	Registered
Paragon Films, Inc.	SPARTAN	77398666	Feb 15 2008	3624147	May 19 2009	Registered
Paragon Films, Inc.	SPARTAN HANDFILM (design)	85721122	Sep 5 2012	4475856	Jan 28 2014	Registered
Paragon Films, Inc.	THINNER.STRONGER. GREENER	88519862	Jul 17 2019	6035733	Apr 14 2020	Registered
Paragon Films, Inc.	TITUS	88459484	Jun 4 2019	5969297	Jan 21 2020	Registered
Paragon Films, Inc.	TITUS HANDFILM (b&w design)	88459488	Jun 4 2019	6109023	Jul 21 2020	Registered
Paragon Films, Inc.	TITUS HANDFILM (color design)	88459489	Jun 4 2019	6109024	Jul 21 2020	Registered
Paragon Films, Inc.	TORQUE	7724226	Apr 28 2009	3718149	Dec 1 2009	Registered
Paragon Films, Inc.	TORQUE HANDFILM (design)	85721188	Sep 5 2012	4467385	Jan 14 2014	Registered
Paragon Films, Inc.	U (design)	85880918	Mar 20 2013	4388241	Aug 20 2013	Registered
Paragon Films, Inc.	ULTIMATE FORCE	78500072	Oct 14 2004	3062712	Feb 28 2006	Registered
Paragon Films, Inc.	ULTIMATE FORCE MACHINE FILM (design)	85721217	Sep 5 2012	4463701	Jan 7 2014	Registered
Paragon Films, Inc.	EDGE HANDFILM	90016529	Jun 23 2020	6570345	Nov 23 2021	Registered

Schedule 3

PATENTS

Loan Party	Title	Serial No.	File Date	Pat. No.	Issue Date	Status
Paragon Films, Inc.	Apparatus and Method for Folding Film Edges	12/470,238	5/21/2009	8,221,298	7/17/2012	Granted
Paragon Films, Inc.	Apparatus and Method for Folding Film Edges	13/490,974	6/7/2012	8,475,349	7/2/2013	Granted
Paragon Films, Inc.	Apparatus and Method for Folding Film Edges	13/706,088	12/5/2012	8,777,829	7/15/2014	Granted
Paragon Films, Inc.	Apparatus and Method for Winding Film Onto a Film Roll	12/470,265	5/21/2009	8,100,356	1/24/2012	Granted
Paragon Films, Inc.	Automated Load Testing Tool and Methods of Use Therefor	17/119,934	12/11/2020			Pending
Paragon Films, Inc.	Cast Power Stretch Films With Improved Load Containment Force	17/127,020	12/18/2020			Published
Paragon Films, Inc.	High Performance Cast Power Stretch Films with Enhanced Application and End-Use Properties	14/551,673	11/24/2014	10,047,203	8/14/2018	Granted
Paragon Films, Inc.	Pure Layered Stretch Film Produced Using Single Pass Extrusion Resins	17/230,678	4/14/2021			Pending
Paragon Films, Inc.	Stretch Film Incorporating a Slip Skin Layer	17/109,784	12/2/2020			Published
Paragon Films, Inc.	Methods and Means for Calculating and Presenting Quantitative and Qualitative Physical and Financial Metrics Associated With Stretch Films	17/412,553	8/26/2021			Pending
Paragon Films, Inc.	Ultraviolet Inhibiting Stretch Film	17/461,203	8/30/2021			Pending
Paragon Films, Inc.	Stretch Film Comprising a Slip Skin Layer	17/465,290	9/2/2021			Pending
Paragon Films, Inc.	Master Roll Formulations for Pre-Stretched Films	17/321,800	5/17/2021			Pending

Loan Party	Title	Serial No.	File Date	Pat. No.	Issue Date	Status
Paragon Films, Inc.	Stretch Films Containing Random Copolymer Polypropylene Resins in Adjacent Layers of a Nanolayer Structure	14/267,544	5/1/2014	9,346,247	5/24/2016	Granted
Paragon Films, Inc.	Stretch Films Containing Random Copolymer Polypropylene Resins in Adjacent Layers of a Nanolayer Structure	15/133,349	4/20/2016	10,500,824	12/10/2019	Granted
Paragon Films, Inc.	Low Force-to-Stretch Film, Prestretched In-Process, and Compositions Therefore	63/171,760	4/7/2021			Pending