

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696984

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIGITAL ROOM, LLC		12/21/2021	Limited Liability Company: CALIFORNIA
LOGO SPORTSWEAR, INC.		12/21/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PROSPECT CAPITAL CORPORATION, AS SECOND LIEN COLLATERAL AGENT		
Street Address:	10 EAST 40TH STREET		
Internal Address:	42ND FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	4079755	UPRINTING	
Registration Number:	4079756	DIGITAL ROOM	
Registration Number:	4349658	24HOURPRINT QUALITY PRINTING FAST	
Registration Number:	4090476	PRINTRUNNER QUALITY PRINTING FOR LESS	
Registration Number:	4093550	PRINTRUNNER	
Registration Number:	4578642	PRINTPLACE.COM	
Registration Number:	4578643	PRINTPLACE	
Registration Number:	3474411	POSTCARD PRESS	
Registration Number:	3474412	NEXTDAYFLYERS	
Registration Number:	3474414	NEXT DAY FLYERS	
Registration Number:	5919296	PACKOLA	
Registration Number:	5919295	UNLEASH YOUR BRAND	
Registration Number:	6475690	ESIGNS.COM	
Registration Number:	4858570	ESIGNS.COM	
Registration Number:	3918382	ESIGNS	
Registration Number:	4047108	BARGAIN BASEMENT PRINTING	

CH \$515.00 4079755

Property Type	Number	Word Mark
Registration Number:	4085483	
Registration Number:	5159257	48HOURPRINT.COM
Registration Number:	5058148	LOGO SPORTSWEAR
Registration Number:	4776920	TFUND

CORRESPONDENCE DATA

Fax Number: 3105572193
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: 310-557-2900
Email: KLATHROP@PROSKAUER.COM
Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	59297.071
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	12/22/2021

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”), dated as of December 21, 2021, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of PROSPECT CAPITAL CORPORATION, as collateral agent (in such capacity, and together with its successors and permitted assigns, the “Second Lien Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement.

WHEREAS, Holdings, SP DRI MERGER CORP., a Delaware corporation, whose rights and obligations therein will be assigned to and assumed by DRI HOLDING INC., a Delaware corporation upon consummation of the Merger (as defined in the Credit Agreement) (the “Company” and after the consummation of the Merger, the “Borrower”), PROSPECT CAPITAL CORPORATION, as administrative agent (in such capacity, and together with its successors and permitted assigns, the “Administrative Agent”) and Second Lien Collateral Agent, and each Lender from time to time party thereto have entered into the Second Lien Credit Agreement, dated as of December 21, 2021 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Second Lien Security Agreement, dated as of December 21, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Second Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Second Lien Collateral 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 “Collateral”):

- (a) (i) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto, (ii) all rights to sue or otherwise recover past, present and future infringement, misappropriation, dilution or other violation or impairment thereof, (iii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter payable with respect thereto, and (iv) all other rights of any kind accruing thereunder or pertaining thereto (excluding any Excluded Asset, which include any intent-to-use application for the registration of a trademark or service mark unless and until a statement of use or amendment to allege use is filed in the PTO with respect thereto, but only to the extent, if any, and solely during the period, if any, in which, the grant of a security interest

therein would impair the validity or enforceability of any registration issuing form such intent-to-use application under applicable federal law).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Second Lien Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Electronic Signatures. The parties may sign this IP Security Agreement and transmit the executed copies hereof by electronic means, including facsimile or noneditable *.pdf files. The electronic copy of the executed this IP Security Agreement is and shall be deemed an original signature for purposes of this IP Security Agreement. The words "execution," "execute", "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this IP Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical

delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

DIGITAL ROOM, LLC,
as Grantor

By: _____

Name: Brett Lane

Title: President and Chief Financial Officer

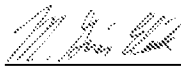
LOGO SPORTSWEAR, INC.,
as Grantor

By: _____

Name: Brett Lane

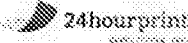
Title: President and Chief Financial Officer



PROSPECT CAPITAL CORPORATION,
as Second Lien Collateral Agent

By: 
Name: M. Grier Eliasek
Title: President and Chief Operating Officer

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Trademark	Application Date/Registration Date	Application/ Registration No.	Debtor/Grantor
UPRINTING	1/3/2012	4079755	Digital Room, LLC
DIGITAL ROOM	1/3/2012	4079756	Digital Room, LLC
24HOURPRINT QUALITY PRINT—FAST (logo) 	6/11/2013	4349658	Digital Room, LLC
PRINTRUNNER – Quality for Printing for Less (logo)	1/24/2012	4090476	Digital Room, LLC
PRINTRUNNER	1/31/2012	4093550	Digital Room, LLC
PRINTPLACE.COM	8/5/2014	4578642	Digital Room, LLC
PRINTPLACE	8/5/2014	4578643	Digital Room, LLC
POSTCARD PRESS	7/29/2008	3474411	Digital Room, LLC
NEXTDAYFLYERS	7/29/2008	3474412	Digital Room, LLC
NEXT DAY FLYERS	7/29/2008	3474414	Digital Room, LLC
PACKOLA	11/26/2019	5919296	Digital Room, LLC
UNLEASH YOUR BRAND	11/26/2019	5919295	Digital Room, LLC
ESIGNS.COM (logo)	9/7/2021	6475690	Digital Room, LLC
ESIGNS.COM (logo)	11/24/2015	4858570	Digital Room, LLC
ESIGNS	2/15/2011	3918382	Digital Room, LLC
BARGAIN BASEMENT PRINTING	10/25/2011	4047108	Digital Room, LLC

	1/17/2012	4085483 ¹	Digital Room, LLC
48 HOUR PRINT.COM (logo) 	3/14/2017	5159257 ²	Digital Room, LLC
LOGO SPORTWEAR (logo)	10/11/2016	5058148	Logo Sportswear, Inc.
TFUND	07/21/2015	4776920	Logo Sportswear, Inc.

¹ Merger of AMC Acquisition LLC into Digital Room, LLC to be filed with the USPTO to update ownership of this mark

² Merger of AMC Acquisition LLC into Digital Room, LLC to be filed with the USPTO to update ownership of this mark