

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM747712

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900703504		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Group360, Inc.		05/16/2022	Corporation: DELAWARE
Color Associates, Inc.		05/16/2022	Corporation: MISSOURI
Group360 Communications, Inc.		05/16/2022	Corporation: MISSOURI
Group360 CT, LLC		05/16/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MidFirst Business Credit, Inc.		
Street Address:	3460 Preston Ridge Road		
Internal Address:	Suite 550		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30005		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2164416	VISIONPOINT	
Registration Number:	2743286	GROUP360	
Registration Number:	3941592	GROUP360 WORLDWIDE	
Registration Number:	4107567	GROUP 360 WORLDWIDE	
Registration Number:	5225795	WE ARE ALEXANDER	
CORRESPONDENCE DATA			
Fax Number:	4045228409		
<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:	404-523-5300		
Email:	sls@phrd.com		
Correspondent Name:	Steve Schaaf		
Address Line 1:	303 Peachtree Street, Suite 3600		

Address Line 2:	Parker, Hudson, Rainer & Dobbs LLP
Address Line 4:	Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	4411.77
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NAME OF SUBMITTER:	Harrison J. Roberts
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SIGNATURE:	/HJR/
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DATE SIGNED:	08/11/2022
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "*Agreement*") is made this 16th day of May, 2022, among GROUP360, INC., a Delaware corporation ("*Group360*"), COLOR ASSOCIATES, INC., a Missouri corporation ("*Color Associates*"), GROUP360 COMMUNICATIONS, INC., a Missouri corporation ("*Group360 Communications*"), GROUP360 CT, LLC, a Delaware limited liability company ("*Group360 CT*", together with Group360, Color Associates, Group360 Communications and each subsidiary or affiliate of Group360 that hereafter joins the Loan Agreement (as defined below) as a borrower, the "*Grantors*" and, each individually, a "*Grantor*", and MIDFIRST BUSINESS CREDIT, INC., a Georgia corporation (together with its successors and assigns, "*Lender*").

Recitals:

Grantors desire to obtain loans and other financial accommodations from Lender pursuant to that certain Loan and Security Agreement dated on or about the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*") among Grantors and Lender.

Under the terms of the Loan Agreement, each Grantor has granted to Lender a security interest in, among other property, certain intellectual property of such Grantor, and has agreed as a condition thereof to execute this Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with Lender as follows:

1. **Defined Terms.** Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

2. **Grant of Security.** Each Grantor hereby grants to Lender a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers (but expressly excluding intent-to-use trademarks to the extent solely to the extent, if any, that 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 that issues from such intent-to-use application under applicable federal law), whether registered or unregistered, together, in each case, with the goodwill symbolized thereby, including without limitation, the specific Trademarks listed on Exhibit A attached hereto (the "*Trademarks*");

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of any Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments

now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

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

4. **Recordation.** Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

5. **Execution in Counterparts.** This 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.

6. **Grants, Rights and Remedies.** This Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

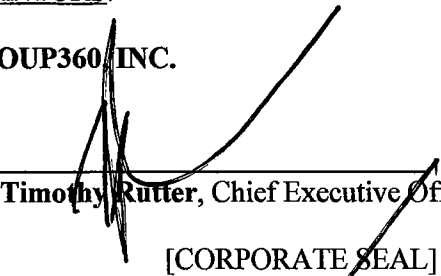
8. **WAIVER OF JURY TRIAL.** EACH OF THE PARTIES HERETO HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY DISPUTE, LITIGATION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

[Remainder of page intentionally left blank; signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered by a duly authorized officer as of the date first above written.

GRANTORS:

GROUP360, INC.

By:  _____
Timothy Rutter, Chief Executive Officer

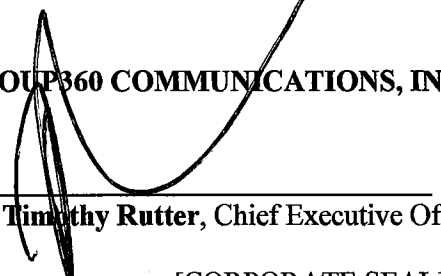
[CORPORATE SEAL]

COLOR ASSOCIATES, INC.

By:  _____
Timothy Rutter, Chief Executive Officer

[CORPORATE SEAL]

GROUP360 COMMUNICATIONS, INC.

By:  _____
Timothy Rutter, Chief Executive Officer

[CORPORATE SEAL]

GROUP360 CT, LLC

By:  _____
Timothy Rutter, Chief Executive Officer

[SEAL]

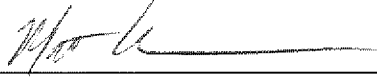
Address for Notices:

Group360, Inc.
1227 Washington Avenue
St. Louis, MO 63103
Attn: Chief Executive Officer

[Signatures continue on the following page]

LENDER:

MIDFIRST BUSINESS CREDIT, INC.

By: 

Name: Matt Mouledous

Title: Vice President

Address for Notices:

MidFirst Business Credit, Inc.

3460 Preston Ridge Road, Suite 550

Alpharetta, Georgia 30005

Attn: Frank Palmieri, Sr. Vice President

EXHIBIT A

United States Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
VISIONPOINT	2,164,416	June 9, 1998
GROUP360	2,743,286	July 29, 2003
GROUP360 WORLDWIDE	3,941,592	April 5, 2011
GROUP360 WORLDWIDE & design	4,107,567	March 6, 2012
WE ARE ALEXANDER	5,225,795	June 20, 2017

United States Trademark Applications

None.