

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM753930

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SmartSign LLC		09/07/2022	Limited Liability Company: DELAWARE
Insite Solutions, LLC		09/07/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Churchill Agency Services LLC		
Street Address:	430 Park Avenue		
Internal Address:	14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	1784144	SMARTSIGN	
Registration Number:	2585656	LABELLAB	
Registration Number:	3859783	MYPARKINGPERMIT	
Registration Number:	3946784	XPRESSMATS	
Registration Number:	4125010	ALUMIGUARD	
Registration Number:	4831543	PLIOGUARD	
Registration Number:	4831547	PERMAGUARD	
Registration Number:	4836688	FOILGUARD	
Registration Number:	4836714	FLOORBOSS	
Registration Number:	4859706	SHOWCASE	
Registration Number:	4869760	LAWNBOSS	
Registration Number:	5022275	MYSECURITYSIGN	
Registration Number:	5035354	MY SECURITY SIGN	
Registration Number:	5133796	ASSETTIGER	
Registration Number:	5145586	SMARTSIGN	
Registration Number:	5390953	BIGBOSS	

OP \$965.00 1784144

Property Type	Number	Word Mark
Registration Number:	5575260	ECONOGUARD
Registration Number:	5605306	SECURAPASS
Registration Number:	5464366	HATHUGGERS
Registration Number:	5713022	
Registration Number:	5691797	MYASSETTAG
Registration Number:	5691798	MYDOORSIGN
Registration Number:	5691783	MYENGRAVEDSIGN
Registration Number:	5691786	MYHARDHATSTICKERS
Registration Number:	5709806	MYNAMEBADGES
Registration Number:	5709807	MYNAMEPLATES
Registration Number:	5906417	MYSAFETYLABELS
Registration Number:	5911923	RECYCLEREMINDERS
Registration Number:	5691787	XPRESSTAGS
Registration Number:	5828743	MYPARKINGSIGN
Registration Number:	5769799	MYSAFETYSIGN
Registration Number:	5769838	SIMPLYEXITSIGNS
Registration Number:	5833576	GRAB-A-LABEL
Registration Number:	5769547	TWINCAL
Registration Number:	2009305	SMARTSIGN
Registration Number:	6445235	SLIPSAFE
Registration Number:	5696491	SUPERIOR MARK
Registration Number:	5877450	STOP-PAINTING.COM

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: 714.668.6200
Email: johnkline@paulhastings.com
Correspondent Name: John Kline
Address Line 1: 695 Town Center Drive
Address Line 2: Seventeenth Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	John Kline
SIGNATURE:	/s/ John Kline
DATE SIGNED:	09/07/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of September 7, 2022 is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of CHURCHILL AGENCY SERVICES LLC, as administrative agent (“Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

WHEREAS, SMARTSIGN INTERMEDIATE, LLC, a Delaware limited liability company (“Holdings”), SMARTSIGN FINANCE MERGER SUB, LLC, a Delaware limited liability company (the “Initial Borrower”), immediately following consummation of the Borrowing Merger on the Closing Date, XPRESSMYSELF.COM LLC, a New York limited liability company (“XpressMyself”), Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of September 7, 2022 (the “Closing Date”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to 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 Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title or interest in or to any and all of the Intellectual Property (other than Excluded Property) now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “IP Collateral”), including:

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 (excluding any United States “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment or enforcement of a Security Interest hereunder would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law).

SECTION 2. Security for Obligations. The grant of a security interest in the IP 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 Credit 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 of Patents and Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this 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, Agent with respect to the IP 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 LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

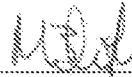
[Signature Pages Follow]

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.

SMARTSIGN LLC,
as a Grantor

By: 
Name: Max Smith
Title: Chief Executive Officer

INSITE SOLUTIONS, LLC,
as a Grantor

By: 
Name: Max Smith
Title: Chief Executive Officer

{Signature Page to Trademark Security Agreement}

CHURCHILL AGENCY SERVICES LLC,
as Agent

By: Mark Tamburello
Name: Mark Tamburello
Title: Managing Director

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Mark	Jurisdiction	Registration Date	Registration No.	Status	Current Owner of Record
SMARTSIGN	USA	7/27/1993	1784144	Registered	SmartSign LLC
LABELLAB	USA	6/25/2002	2585656	Registered	SmartSign LLC
MYPARKINGPERMIT	USA	10/12/2010	3859783	Registered	SmartSign LLC
XPRESSMATS	USA	4/19/2011	3946784	Registered	SmartSign LLC
ALUMIGUARD	USA	4/10/2012	4125010	Registered	SmartSign LLC
PLIOGUARD	USA	10/13/2015	4831543	Registered	SmartSign LLC
PERMAGUARD	USA	10/13/2015	4831547	Registered	SmartSign LLC
FOILGUARD	USA	10/20/2015	4836688	Registered	SmartSign LLC
FLOORBOSS	USA	10/20/2015	4836714	Registered	SmartSign LLC
SHOWCASE	USA	11/24/2015	4859706	Registered	SmartSign LLC
LAWNBOSS	USA	12/15/2015	4869760	Registered	SmartSign LLC
MYSECURITYSIGN	USA	8/16/2016	5022275	Registered	SmartSign LLC
MY SECURITY SIGN	USA	9/6/2016	5035354	Registered	SmartSign LLC
ASSET TIGER	USA	1/31/2017	5133796	Registered	SmartSign LLC
SMARTSIGN	USA	2/21/2017	5145586	Registered	SmartSign LLC
BIGBOSS	USA	1/30/2018	5390953	Registered	SmartSign LLC
ECONOGUARD	USA	10/2/2018	5575260	Registered	SmartSign LLC
SECURAPASS	USA	11/13/2018	5605306	Registered	SmartSign LLC
HATHUGGERS	USA	5/8/2018	5464366	Registered	SmartSign LLC
 Design Only	USA	4/2/2019	5713022	Registered	SmartSign LLC
MYASSETTAG	USA	3/5/2019	5691797	Registered	SmartSign LLC
MYDOORSIGN	USA	3/5/2019	5691798	Registered	SmartSign LLC

Mark	Jurisdiction	Registration Date	Registration No.	Status	Current Owner of Record
MYENGRAVEDSIGN	USA	3/5/2019	5691783	Registered	SmartSign LLC
MYHARDHATSTICKERS	USA	3/5/2019	5691786	Registered	SmartSign LLC
MYNAMEBADGES	USA	3/26/2019	5709806	Registered	SmartSign LLC
MYNAMEPLATES	USA	3/26/2019	5709807	Registered	SmartSign LLC
MYSAFETYLABELS	USA	11/12/2019	5906417	Registered	SmartSign LLC
RECYCLEREMINDERS	USA	11/19/2019	5911923	Registered	SmartSign LLC
XPRESSTAGS	USA	3/5/2019	5691787	Registered	SmartSign LLC
MYPARKINGSIGN	USA	8/6/2019	5828743	Registered	SmartSign LLC
MYSAFETYSIGN	USA	6/4/2019	5769799	Registered	SmartSign LLC
SIMPLYEXITSIGNS	USA	6/4/2019	5769838	Registered	SmartSign LLC
GRAB-A-LABEL	USA	8/13/2019	5833576	Registered	SmartSign LLC
TWINCAL	USA	6/4/2019	5769547	Registered	SmartSign LLC
SMARTSIGN	USA	10/22/1996	2009305	Registered	SmartSign LLC
SLIPSAFE	USA	8/10/2021	6445235	Registered	SmartSign LLC
SUPERIOR MARK	USA	5/12/2019	5696491	Registered	Insite Solutions, LLC
STOP-PAINTING.COM	USA	10/8/2019	5877450	Registered	Insite Solutions, LLC