

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769386

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | TRADEMARK SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CIRCLE GRAPHICS, INC. | | 11/21/2022 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | ACQUIOM AGENCY SERVICES LLC, as Administrative Agent for the Lenders | | |
| Street Address: | 150 South 5th Street, Suite 2600 | | |
| City: | Minneapolis | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55402 | | |
| Entity Type: | Limited Liability Company: COLORADO | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 97173590 | PROPRINTS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7043311159 | | |
| <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: | 7043311000 | | |
| Email: | PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com | | |
| Correspondent Name: | Moore & Van Allen PLLC | | |
| Address Line 1: | 100 North Tryon Street | | |
| Address Line 2: | Suite 4700, ATTN: IP DEPARTMENT | | |
| Address Line 4: | Charlotte, NORTH CAROLINA 28202 | | |
| ATTORNEY DOCKET NUMBER: | 045346.000005 | | |
| NAME OF SUBMITTER: | John Slaughter | | |
| SIGNATURE: | /john slaughter/ | | |
| DATE SIGNED: | 11/22/2022 | | |
| Total Attachments: 5 | | | |
| source=(2022) TSA - Circle Graphics, Inc. to Acquiom Agency Services LLC#page1.tif | | | |
| source=(2022) TSA - Circle Graphics, Inc. to Acquiom Agency Services LLC#page2.tif | | | |

OP \$40.00 97173590

source=(2022) TSA - Circle Graphics, Inc. to Acquiom Agency Services LLC#page3.tif

source=(2022) TSA - Circle Graphics, Inc. to Acquiom Agency Services LLC#page4.tif

source=(2022) TSA - Circle Graphics, Inc. to Acquiom Agency Services LLC#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of November 21, 2022, is entered into by Circle Graphics, Inc., a Delaware corporation (the "**Grantor**"), in favor of Acquiom Agency Services LLC, a Colorado limited liability company, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the "**Administrative Agent**").

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of September 30, 2019 (as amended, modified, supplemented, increased, extended, restated, refinanced and/or replaced from time to time, the "**Loan Agreement**"), by and among Circle Graphics Purchaser Corporation, a Delaware corporation ("**Buyer**"), Circle Graphics Holdings, Inc., a Delaware corporation ("**Holdings**"), Grantor, Picturoso LLC, a Delaware limited liability company ("**Picturoso**"), Bay Photo, LLC, a California limited liability company ("**Bay Photo**"), Black River Imaging, LLC, a Delaware limited liability company ("**Black River**"), Graphik Dimensions, LLC, a Delaware limited liability company ("**Graphik**"), CG Visual Solutions Corporation, a Delaware corporation ("**OOH**"), Sensaria Canada ULC, a British Columbia unlimited liability company ("**Sensaria**"), WorkshopX Inc., an Ontario corporation ("**CanvasPop**"), Jondo Global, LLC, a Delaware limited liability company ("**Jondo Global**"), Transfor Digital Media Marketing, LLC, a Delaware limited liability company ("**Transfor**"), Jondo, Ltd., a California corporation ("**Jondo**"), Ecker Textiles, LLC, a Delaware limited liability company ("**Ecker**"; and together with the Buyer, Holdings, Grantor, Picturoso, Bay Photo, Black River, Graphik, OOH, Sensaria, CanvasPop, Jondo Global, Transfor, and Jondo, the "**Borrowers**"), Circle Graphics Intermediate B Corporation, a Delaware corporation ("**Intermediate B**"), as a Guarantor, CG Visual Solutions Intermediate B Corporation, a Delaware corporation ("**OOH Intermediate B**"), as a Guarantor, CanvasPop LLC, a Nevada limited liability company ("**CPop Nevada**"), as a Guarantor, Art22 LLC, a Nevada limited liability company ("**Art22**"), as a Guarantor, Artfactory 11 Inc., a Delaware corporation ("**Artfactory**"), as a Guarantor, Harvest Fine Art, Ltd., a California corporation ("**Harvest**"), as a Guarantor, Your Photo on Canvas, LLC, a California limited liability company ("**Your Photo**"), as a Guarantor, the other subsidiaries of Intermediate B and OOH Intermediate B from time to time party thereto as Guarantors, the several entities from time to time party thereto as Lenders, and the Administrative Agent, the Lenders have agreed to provide a credit facility to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to make their respective extensions of credit to the Borrowers under the Loan Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

The Grantor hereby grants, pledges and collaterally assigns a security interest and Lien to the Administrative Agent, for the benefit of the Lending Parties, in the following of the Grantor (the "**Trademark Collateral**");

1. all U.S. Trademark registrations and U.S. Trademark applications including, without limitation, those referred to on Schedule I hereto; and

2. all products and proceeds of any or all of the foregoing, including, without limitation, all rights to income, royalties, proceeds and damages now or hereafter due and/or payable under any Trademark and with respect thereto, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding any of the foregoing, the Trademark Collateral shall not include any intent-to-use application for trademark or service mark registration filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing under Section 1(c) or Section 1(d) of the Lanham Act of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein prior to such filing would impair the validity or enforceability of any registration that issues from such intent-to-use trademark or service mark application under applicable federal law.

Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Loan Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CIRCLE GRAPHICS, INC., a Delaware corporation,
as Grantor

By: _____



Name: Tom Spielberger

Title: Chief Financial Officer, Treasurer and
Secretary

[Signature Pages Continue]

ACCEPTED AND AGREED
as of the date first above written:

ACQUIOM AGENCY SERVICES LLC,
as Administrative Agent for the Lenders

By: Veronica Colón
Name: Veronica Colón
Title: Senior Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Circle Graphics, Inc.
(Delaware Corporation)

U.S. Trademarks

Trademark Applications

| Mark | Appl. No. | Filing Date |
|-----------|-----------|-------------|
| PROPRINTS | 97173590 | 12/15/2021 |