

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769383

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JONDO, LTD.		11/21/2022	Corporation: CALIFORNIA
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: 21			
Property Type	Number	Word Mark	
Registration Number:	6839735	SHARE WHAT YOU LOVE	
Registration Number:	6646774	SHARE WHAT YOU LOVE	
Registration Number:	6084707	JONDO	
Registration Number:	5073707	JONDO	
Registration Number:	4955697	YPOC	
Registration Number:	4793301	FREE YOUR PHOTOS	
Registration Number:	4753167	SNAPBOX	
Serial Number:	97303958	PRINTOPRONGO	
Serial Number:	97303952	PRINTOPRONGO	
Serial Number:	97303948	PRINTOPRONGO	
Serial Number:	97303929	PRINTOPRONGO	
Serial Number:	97303920	PRINTOPRONGO	
Serial Number:	97303901	PRINTOPRONGO	
Serial Number:	97185181	JUANDO	
Serial Number:	97175443	LÉGÈRÉTE	
Serial Number:	88616650	GO	
Serial Number:	88616646	JONDO GO	
Serial Number:	88587585	JONDOFLOW	
Serial Number:	88383981	JONDO NANO	

OP \$540.00 6839735

Property Type	Number	Word Mark
Serial Number:	88273209	SHARE WHAT YOU LOVE
Serial Number:	87143001	JONDO

CORRESPONDENCE DATA

Fax Number: 7043311159

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: 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

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of November 21, 2022, is entered into by Jondo, Ltd., a California corporation (the "**Grantor**"), in favor of Acquiom Agency Services LLC, a Colorado limited liability company ("**Acquiom**"), 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**"), Circle Graphics, Inc., a Delaware corporation ("**Company**"), 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**"), Grantor, Ecker Textiles, LLC, a Delaware limited liability company ("**Ecker**"; and together with the Buyer, Holdings, the Company, Picturoso, Bay Photo, Black River, Graphik, OOH, Sensaria, CanvasPop, Jondo Global, Transfor and Grantor, 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 that certain Tenth Amendment to Loan and Security Agreement dated as of November 21, 2022 by and among the Borrowers party thereto, Grantor, the Guarantors party thereto, Administrative Agent, and the Lenders party thereto, 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.

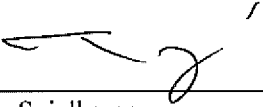
Section 3. Security Agreement

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,
JONDO, LTD., a California 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 Colon
Name: Veronica Colon
Title: Senior Director

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

**Jondo, Ltd.
(California Corporation)**

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
SHARE WHAT YOU LOVE	6839735	09/06/2022
SHARE WHAT YOU LOVE	6646774	02/15/2022
JONDO	6084707	06/23/2020
JONDO	5073707	11/01/2016
YPOC	4955697	05/10/2016
FREE YOUR PHOTOS	4793301	08/18/2015
SNAPBOX and Design	4753167	06/09/2015

Trademark Applications

Mark	Appl. No.	Filing Date
PRINTOPRONGO	97303958	03/09/2022
PRINTOPRONGO	97303952	03/09/2022
PRINTOPRONGO	97303948	03/09/2022
PRINTOPRONGO (Stylized)	97303929	03/09/2022
PRINTOPRONGO (Stylized)	97303920	03/09/2022
PRINTOPRONGO (Stylized)	97303901	03/09/2022
JUANDO	97185181	12/22/2021
LÉGERÉTE	97175443	12/16/2021
GO and Design	88616650	09/13/2019
JONDO GO	88616646	09/13/2019
JONDOFLOW	88587585	08/21/2019
JONDO NANO and Design	88383981	04/12/2019
SHARE WHAT YOU LOVE	88273209	01/23/2019
JONDO	87143001	08/18/2016

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RECORDED: 11/22/2022

**TRADEMARK
REEL: 007913 FRAME: 0478**