

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM773119

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ALLY BANK, as resigning administrative agent		12/09/2022	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Photo Funding I L.P., as successor administrative agent		
<b>Street Address:</b>	401 Park Drive		
<b>Internal Address:</b>	Suite 204		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02215		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5819607	COLE'S CLASSROOM	
<b>Registration Number:</b>	5511211	TÁVE	
<b>Registration Number:</b>	4894604	ONE-CLICK PHOTO BOOK	
<b>Registration Number:</b>	4746764	SHOOTPROOF	
<b>Registration Number:</b>	4746769	SHOOTPROOF	
<b>Registration Number:</b>	4388045		
<b>Registration Number:</b>	4342257	COLLAGE	
<b>Registration Number:</b>	3981203	TÁVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2147467777		
<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>			
<b>Phone:</b>	2147467700		
<b>Email:</b>	juan.arias@weil.com		
<b>Correspondent Name:</b>	Angela Estrada		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	200 Crescent Court, Suite 300		
<b>Address Line 4:</b>	Dallas, TEXAS 75201-6950		

CH \$215.00 5819607

<b>ATTORNEY DOCKET NUMBER:</b>	A. Estrada - 73962.0007
<b>NAME OF SUBMITTER:</b>	Angela Estrada
<b>SIGNATURE:</b>	/Angela Estrada/
<b>DATE SIGNED:</b>	12/09/2022

**Total Attachments: 5**

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**ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT**

**THIS ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT** (this "Assignment") is made and entered into as of December 9, 2022, by Ally Bank, as resigning administrative agent and collateral agent (in such capacities, "Assignor"), in favor of Photo Funding I L.P., a Delaware limited partnership ("Photo Funding I"), as successor administrative agent and collateral agent (in such capacities, "Assignee") whose address is 401 Park Drive, Suite 204, Boston, MA 02215.

WITNESSETH

WHEREAS, Assignor is party to that certain Guaranty and Security Agreement, dated as of March 10, 2021 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Security Agreement"), by and among SHOOTPROOF, LLC, a Georgia limited liability company (the "Borrower"), ShootProof Intermediate, LLC, a Delaware limited liability company ("Holdings"), Tave Corporation, a Georgia corporation ("Tave"), Legacy 33, Inc., a Nevada corporation ("Legacy 33"), Collage Merger Sub Inc., a Delaware corporation ("Collage Merger Sub") and Collage.com, Inc., a Delaware corporation ("Collage"), and Assignor;

WHEREAS, pursuant to (i) the Security Agreement and (ii) the Trademark Security Agreement, dated as of March 10, 2021, made by the Borrower, Tave, Legacy 33 and Collage, as grantors (collectively, the "Grantors"), in favor of Assignor, which was recorded with the United States Patent and Trademark Office on **April 22, 2021** at **Reel/Frame No. 7282/0286** (the "Trademark Security Agreement"), the Grantors have granted to Assignor a continuing security interest in, and lien on, all of their right, title and interest in, to and under the following Collateral (as defined in the Trademark Security Agreement and including, without limitation, the items set forth in Schedule A hereto):

- (a) all of its United States registered and applied for Trademarks (other than Trademarks that are Excluded Collateral), including, without limitation, those referred to on Schedule A hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, 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;

WHEREAS, pursuant to that certain Resignation, Assignment, Waiver and Amendment Agreement, dated as of December 9, 2022 (the "Agency Assignment Agreement"), by and among, *inter alios*, Assignee, as the Successor Agent (as defined in the Agency Assignment Agreement), and Assignor, Assignor has resigned as administrative agent and collateral agent under the Credit Agreement (as defined in the Security Agreement) and the other Credit Documents (as defined in the Credit Agreement), and Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as administrative agent and as collateral agent thereunder; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest in, to and under the Security Agreement and the Trademark Security Agreement, including, without limitation, Assignor's security interest in, and lien on, the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings specified in the Security Agreement, unless a different agreement is expressly specified herein as containing the relevant definition.
2. Assignment. Assignor hereby transfers, assigns, grants, conveys and delivers to Assignee for the ratable benefit of the Secured Parties all of its right, title and interest in, to and under the Security Agreement and the Trademark Security Agreement, including, without limitation, its security interest in, and lien on, the Collateral, and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and liens.
3. Recordation. Effective upon the date first written above, Assignor authorizes and requests the United States Patent and Trademark Office to record Assignee as the successor collateral agent for the Secured Parties in the Collateral.
4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.
5. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date above first written.

**ASSIGNOR:**

**ALLY BANK**

By: ATW  
Name: Alex Weekes  
Title: Authorized Signatory

**ACCEPTED AND AGREED**

as of the date above first written:

**ASSIGNEE:**


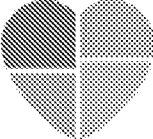
**PHOTO FUNDING I L.P.**

By: Photo Funding GP L.L.C., its General Partner

By: DocuSigned by:  
*William Aliber*  
Name: Bill Aliber  
Title: President

SCHEDULE A  
TO  
ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark	Owner Name	Application Date	Application Number	Registration Date	Registration Number
COLE'S CLASSROOM	Legacy 33, Inc.	12/14/2018	88/230670	7/30/2019	5819607
TÁVE	Tave Corporation	6/15/2017	87/491085	7/10/2018	5511211
ONE-CLICK PHOTO BOOK	Collage.com, Inc.	4/17/2015	86/600594	2/2/2016	4894604
SHOOTPROOF	Shootproof LLC	8/20/2014	86/371709	6/2/2015	4746764
	Shootproof LLC	8/20/2014	86/371828	6/2/2015	4746769
	Collage.com, Inc.	1/16/2013	85/824590	8/20/2013	4388045
COLLAGE.COM	Collage.com, Inc.	10/2/2012	85/743407	5/28/2013	4342257
TÁVE	Tave Corporation	10/22/2010	85/158846	6/21/2011	3981203