

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782078

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mimeo.com, Inc.		01/18/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CION AGENT, LLC		
Street Address:	3 Park Avenue, 36th Fl.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87983207	MOTIF	
Serial Number:	87776549	MOTIF	
Serial Number:	87983208	MOTIF	
Serial Number:	87936194	MOTIF	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	9498527792		
Email:	ipprosecution@orrick.com		
Correspondent Name:	Orrick, Herrington & Sutcliffe LLP		
Address Line 1:	2050 Main St., Suite 1100		
Address Line 4:	Irvine, CALIFORNIA 92614-8255		
ATTORNEY DOCKET NUMBER:	35856-4		
NAME OF SUBMITTER:	Juliana Gaines		
SIGNATURE:	/Juliana Gaines/		
DATE SIGNED:	01/23/2023		
Total Attachments: 11			
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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT NO. 1

This **SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT NO. 1**, dated as of January 18, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by Mimeo.com, Inc., a Delaware corporation (the “**Grantor**”) in favor of CION AGENT, LLC, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS the Grantor is party to a Guarantee and Collateral Agreement, dated as of December 21, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”) among the Grantor, the other grantors from time to time party thereto and the Administrative Agent, pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below).

WHEREAS, pursuant to Section 5.12 of the Credit Agreement, the Grantor is required to execute and deliver this Agreement for purposes of recording the same with the United States Patent and Trademark Office (or any other office or agency as needed) to confirm, evidence and perfect the security interest in, to and under the Trademark Collateral granted under the Collateral Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the Collateral Agreement and the Credit Agreement (as defined in the Collateral Agreement), as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Scope of Grant. The Grantor, as security for the payment and performance in full of the Obligations, hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all trademarks, service marks, trade names, corporate names, domain names, company names, social media hashtags and identifiers, trade styles, trade dress, logos, designs, business names, fictitious business names, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and

registration applications in the United States Patent and Trademark Office (“*USPTO*”) (or any successor office) and trademark offices outside the United States, including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof or any similar offices outside the United States, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor and all goodwill connected with the use thereof and symbolized thereby,

(ii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present and future infringements of any of the foregoing,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all proceeds and products of any and all of the foregoing, all accessions to any of the foregoing and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any Person with respect to any of the foregoing.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act 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 would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. COLLATERAL AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of itself and the Secured Parties pursuant to the Collateral 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO and other like trademark offices throughout the world record this Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the indefeasible payment in full in cash of all the Obligations and the expiration of the Commitments. Upon the termination of this Agreement, the Administrative Agent shall, at the sole expense of the Grantor, execute all documents, make all filings and take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAWS.

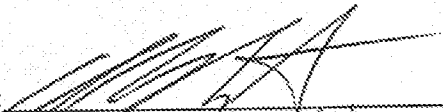
SECTION 7. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

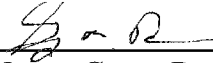
MIMEO.COM, INC., as Grantor

By: 
Name: *oliver Doughtie*
Title: *CFO*

Signature Page to Supplemental Trademark Security Agreement No. 1

Acknowledged and Agreed:

CION AGENT, LLC, as Administrative Agent

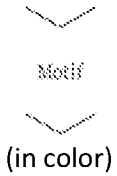
By:  _____
Name: Gregg Bresner, CFA
Title: President & Chief Investment Officer




SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks and Trademark Applications

Trademark	Country	Application No.	Application Date	Status	Registration No.	Registration Date	Classes
MOTIF	United States of America	87/983207	Jan-30-2018	Registered	6125132	Aug-11-2020	09, 16, 40
MOTIF	United States of America	87/776549	Jan-30-2018	Registered	6583774	Dec-07-2021	16, 40
	United States of America	87/983208	May-25-2018	Registered	6114098	Jul-28-2020	16, 40
	United States of America	87/936194	May-25-2018	Registered	6531134	Oct-19-2021	09, 16, 40

Non-U.S. Trademarks and Trademark Applications

Trademark	Country	Application No.	Application Date	Status	Registration No.	Registration Date	Classes
 (in color)	Common law	n/a	n/a	n/a	n/a	n/a	n/a

 (in color or black and white)	Common law	n/a	n/a	n/a	n/a	n/a	n/a
 (in color or black and white)	Common law	n/a	n/a	n/a	n/a	n/a	n/a
 (in color and black & white)	Common law	n/a	n/a	n/a	n/a	n/a	n/a
 (in color and black and white)	Common law	n/a	n/a	n/a	n/a	n/a	n/a
MOTIF	China	36236621	Jan-30-2019	Registered	36236621	Sep-07-2020	16

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MOTIF	Australia	1943440	Jul-25-2018	Registered	1943440	Jul-08-2019	09, 40, 41, 42
MOTIF	China	32520805	Jul-27-2018	Registered	32520805	Jun-28-2019	16, 39, 40
MOTIF	European Community	17934871	Jul-25-2018	Registered	17934871	Feb-05-2019	09, 16, 40, 42
MOTIF	Hong Kong	304610312	Jul-25-2018	Registered	304610312	Apr-17-2019	09, 40, 42
MOTIF	Japan	2018096434	Jul-27-2018	Registered	6140022	Apr-19-2019	16, 40, 42
MOTIF	New Zealand	1098810	Jul-27-2018	Registered	1098810	Jul-02-2019	09, 40, 42
MOTIF	Norway	201809992	Jul-27-2018	Registered	306615	Nov-01-2019	09, 16, 39, 40, 42
MOTIF	Singapore	40201814871R	Jul-27-2018	Registered	40201814871R	Mar-19-2019	09, 16, 40, 42
MOTIF	Switzerland	765362018	Jul-27-2018	Registered	745488	Apr-09-2020	09, 16, 40, 42

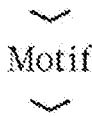


Schedule A

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TRADEMARK
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MOTIF	United Kingdom	17934871	Jul-25-2018	Registered	UK00917934871	Feb-05-2019	09, 16, 40, 42
∨ Motif ∨	Australia	1943455	Jul-25-2018	Registered	1943455	Jul-08-2019	09, 40, 41, 42
∨ Motif ∨	China	32520804	Jul-27-2018	Registered	32520804	Jun-14-2019	16, 39, 40
∨ Motif ∨	China	35908036	Jan-14-2019	Registered	35908036	Aug-21-2020	16
∨ Motif ∨	European Community	17934872	Jul-25-2018	Registered	17934872	Feb-05-2019	09, 16, 40, 42
∨ Motif ∨	Hong Kong	304610321	Jul-25-2018	Registered	304610321	Apr-17-2019	09, 40, 42
∨ Motif ∨	Japan	2018-096435	Jul-27-2018	Registered	6138955	Apr-19-2019	16, 40, 42
∨ Motif ∨	New Zealand	1098754	Jul-26-2018	Registered	1098754	Jul-02-2019	09, 40, 42
∨ Motif ∨	Norway	201809991	Jul-27-2018	Registered	306616	Nov-01-2019	09, 16, 39, 40, 42

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	Singapore	40201814873V	Jul-27-2018	Registered	40201814873V	Feb-08-2019	09, 16, 40, 42
	Switzerland	76538/2018	Jul-27-2018	Registered	736701	Mar-20-2019	09, 16, 40, 42
	United Kingdom	17934872	Jul-25-2018	Registered	UK00917934872	Feb-05-2019	09, 16, 40, 42

Domain Names

Country	Country Code	Preferred Language(s)	Website Language / Country Code	Website URL
United States	US	English, Spanish	en-us	https://www.motifphotos.com/en-us
Canada	CA	English, Canadian French	en-ca	https://www.motifphotos.com/en-ca
Mexico	MX	English, Spanish	en-mx, es-mx	https://www.motifphotos.com/en-mx
Finland	FI	Finnish, UK English	en-fi	https://www.motifphotos.com/en-fi
Ireland	IE	UK English	en-ie	https://www.motifphotos.com/en-ie
Austria	AT	German, English	en-at, de-at	https://www.motifphotos.com/en-at https://www.motifphotos.com/de-at
Spain	ES	Spanish, English	en-es, es-es	https://www.motifphotos.com/en-es https://www.motifphotos.com/es-es
Belgium	BE	French, German, Dutch, English	en-be, fr-be, de-be, nl-be	https://www.motifphotos.com/en-be https://www.motifphotos.com/fr-be https://www.motifphotos.com/de-be https://www.motifphotos.com/nl-be
Netherlands	NL	Dutch, UK English	en-nl, nl-nl	https://www.motifphotos.com/en-nl https://www.motifphotos.com/nl-nl
Italy	IT	Italian, English	en-it, it-it	https://www.motifphotos.com/en-it https://www.motifphotos.com/it-it
Germany	DE	German, English	en-de, de-de	https://www.motifphotos.com/en-de https://www.motifphotos.com/de-de
France	FR	French, English	en-fr, fr-fr	https://www.motifphotos.com/en-fr https://www.motifphotos.com/fr-fr
Great Britain	UK	UK English	en-gb	https://www.motifphotos.com/en-gb
Switzerland	CH	French, German, Italian, English	en-ch, fr-ch, de-ch, it-ch	https://www.motifphotos.com/en-ch https://www.motifphotos.com/fr-ch https://www.motifphotos.com/de-ch https://www.motifphotos.com/it-ch
Norway	NO	Norwegian, UK English	en-no, nn-no	https://www.motifphotos.com/en-no https://www.motifphotos.com/nn-no
Sweden	SE	Swedish, UK English	en-se, sv-se	https://www.motifphotos.com/en-se https://www.motifphotos.com/sv-se
Denmark	DK	Danish, UK English	en-dk, da-dk	https://www.motifphotos.com/en-dk https://www.motifphotos.com/da-dk
Poland	PL	Polish, English, German	en-pl, pl-pl, de-pl	https://www.motifphotos.com/en-pl https://www.motifphotos.com/pl-pl https://www.motifphotos.com/de-pl

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Romania	RO	English, French, Italian	en-ro, fr-ro, it-ro	https://www.motifphotos.com/en-ro https://www.motifphotos.com/fr-ro https://www.motifphotos.com/it-ro
Greece	GR EL	English, French, German	en-gr, fr-gr, de-gr	https://www.motifphotos.com/en-gr https://www.motifphotos.com/fr-gr https://www.motifphotos.com/de-gr
Czech Republic	CZ	Czech, English, German	en-cz, cs-cz, de-cz	https://www.motifphotos.com/en-cz https://www.motifphotos.com/cs-cz https://www.motifphotos.com/de-cz
Portugal	PT	English, French, Spanish	en-pt, fr-pt, es-pt	https://www.motifphotos.com/en-pt https://www.motifphotos.com/fr-pt https://www.motifphotos.com/es-pt
Hungary	HU	English, German, French	en-hu, de-hu, fr-hu	https://www.motifphotos.com/en-hu https://www.motifphotos.com/de-hu https://www.motifphotos.com/fr-hu
Bulgaria	BG	English	en-bg	https://www.motifphotos.com/en-bg
Slovakia	SK	Czech, English, German	en-sk, cz-sk, de-sk	https://www.motifphotos.com/en-sk https://www.motifphotos.com/cz-sk https://www.motifphotos.com/de-sk
Croatia	HR	English, German, French, Italian	en-hr, de-hr, fr-hr, it-hr	https://www.motifphotos.com/en-hr https://www.motifphotos.com/de-hr https://www.motifphotos.com/fr-hr https://www.motifphotos.com/it-hr
Lithuania	LT	English, Polish, German, French	en-lt, pl-lt, de-lt, fr-lt	https://www.motifphotos.com/en-lt https://www.motifphotos.com/pl-lt https://www.motifphotos.com/de-lt https://www.motifphotos.com/fr-lt
Slovenia	SI	English, German, Italian	en-si, de-si, it-si	https://www.motifphotos.com/en-si https://www.motifphotos.com/de-si https://www.motifphotos.com/it-si
Latvia	LV	English, German, Polish	en-lv, de-lv, pl-lv	https://www.motifphotos.com/en-lv https://www.motifphotos.com/de-lv https://www.motifphotos.com/pl-lv
Cyprus	CY	English, French	en-cy, fr-cy	https://www.motifphotos.com/en-cy https://www.motifphotos.com/fr-cy
Estonia	EE	English, Finnish, German	en-ee, fi-ee, de-ee	https://www.motifphotos.com/en-ee https://www.motifphotos.com/fi-ee https://www.motifphotos.com/de-ee
Luxembourg	LU	French, German, English	en-lu, de-lu, fr-lu	https://www.motifphotos.com/en-lu https://www.motifphotos.com/de-lu https://www.motifphotos.com/fr-lu
Malta	MT	English, Italian, French, German	en-mt, it-mt, fr-mt, de-mt	https://www.motifphotos.com/en-mt https://www.motifphotos.com/it-mt https://www.motifphotos.com/fr-mt https://www.motifphotos.com/de-mt

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RECORDED: 01/23/2023

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