

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM794663

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LASERGIFTS GROUP, LLC		12/29/2022	Limited Liability Company: DELAWARE
DIMENSION 9 LLC		12/29/2022	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	First American Bank		
Street Address:	1650 Louis Avenue		
City:	Elk Grove Village		
State/Country:	ILLINOIS		
Postal Code:	60007		
Entity Type:	banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77518155	LASERGIFTS	
Serial Number:	77518258	LASERGIFTS	
Serial Number:	77518198	LASERGIFTS	
Serial Number:	77518244	LASERGIFTS	
Serial Number:	77518217	LASERGIFTS	
Serial Number:	85801343	MIGHTY-CLIP	
CORRESPONDENCE DATA			
Fax Number:	3129800765		
<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:	3122698000		
Email:	martus@nge.com		
Correspondent Name:	Ian J. Block		
Address Line 1:	Neal Gerber & Eisenberg LLP		
Address Line 2:	Suite 1700, Two North LaSalle Street		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	028426.0004		

CH \$165.00 77518155

NAME OF SUBMITTER:	Ian J. Block
SIGNATURE:	/Ian J. Block/
DATE SIGNED:	03/15/2023
Total Attachments: 9 source=LaserGifts - IP Security Agreement (EXECUTED)#page1.tif source=LaserGifts - IP Security Agreement (EXECUTED)#page2.tif source=LaserGifts - IP Security Agreement (EXECUTED)#page3.tif source=LaserGifts - IP Security Agreement (EXECUTED)#page4.tif source=LaserGifts - IP Security Agreement (EXECUTED)#page5.tif source=LaserGifts - IP Security Agreement (EXECUTED)#page6.tif source=LaserGifts - IP Security Agreement (EXECUTED)#page7.tif source=LaserGifts - IP Security Agreement (EXECUTED)#page8.tif source=LaserGifts - IP Security Agreement (EXECUTED)#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of December 29, 2022, is made by LASERGIFTS GROUP, LLC, a Delaware limited liability company (“Lasergifts”), and DIMENSION 9 LLC, an Arizona limited liability company (“Dimension 9” and, together with Lasergifts, the “Grantors”), in favor of FIRST AMERICAN BANK, an Illinois banking corporation (the “Bank”).

RECITALS

WHEREAS, the Grantors have entered into a Loan and Security Agreement dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan and Security Agreement”) with the Bank, pursuant to which the Bank has agreed to make certain loans to the Grantors and pursuant to which the Grantors have granted to the Bank a security interest in substantially all the assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired IP Collateral (as defined below), to secure the payment of all amounts owing by the Obligor under the Loan and Security Agreement and the other Loan Documents (as defined in the Loan and Security Agreement).

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Loan and Security Agreement, the Grantors do hereby grant to the Bank a continuing security interest in all of the Grantors’ right, title and interest in, to and under the following as may be owned by the Grantors, whether presently existing or hereafter created or acquired:

- (1) all patents and patent applications, including, without limitation, each patent and patent application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) all proprietary and exclusionary rights of the foregoing item (1) as to products and processes and proceeds of the foregoing item (1), including, without limitation, any claim by the Grantors against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 1 annexed hereto, and any patent issued pursuant to a patent application referred to in Schedule 1;
- (3) all trademark registrations and trademark applications for registration, including, without limitation, each trademark registration and trademark application for registration referred to in Schedule 2 annexed hereto, together with any renewals or extensions thereof, and all goodwill associated therewith; notwithstanding the foregoing, this item (3) shall not include any intent-to-use trademark application for the registration of any trademark prior to the filing with, and acceptance by the United States Patent and Trademark Office of, a “Statement of Use” or “Amendment to Allege Use” with respect thereto and solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application (or any trademark registration resulting therefrom) under applicable law;

- (4) all proprietary and exclusionary rights to of the foregoing item (3) as to products, services and to proceeds of the foregoing item (3), including, without limitation, any claim by the Grantors against third parties for past, present or future infringement of any trademark of the Grantors;
- (5) all copyrights and copyright applications, including, without limitation, each copyright and copyright application referred to in Schedule 3 annexed hereto, together with any renewals thereof; and
- (6) all proprietary and exclusionary rights to of the foregoing item (5) as to products, tangible embodiments or works and to proceeds of the foregoing items (5), including, without limitation, any claim by the Grantors against third parties for past, present or future infringement of any copyright of the Grantors, including, without limitation, any copyright referred to in Schedule 3 annexed hereto, and any copyright issued pursuant to a copyright application referred to in Schedule 3 (all of the foregoing items (1) through (6) being herein collectively referred to as the "IP Collateral").

The security interests granted hereunder are in conjunction with the security interests granted to the Bank pursuant to the Loan and Security Agreement and are subject to limitations set forth therein. Each of the Grantors and the Bank hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the IP Collateral of the Grantors made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan and Security Agreement.

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission (including PDF format) shall constitute effective delivery thereof. Electronic records of executed Loan Documents maintained by the Bank shall be deemed to be originals.

[signature page follows]

IN WITNESS WHEREOF, the Grantors have caused this Intellectual Property Security Agreement to be duly executed by their duly authorized officers thereunto as of the date first set forth above.

GRANTORS:

LaserGifts Group, LLC, a Delaware limited liability company

By: Matthew Parsons

Name: Matthew Parsons

Title: Authorized Signatory

Dimension 9 LLC, an Arizona limited liability company

By: Matthew Parsons

Name: Matthew Parsons

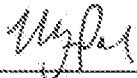
Title: Authorized Signatory

Acknowledged and agreed to:

BANK:

FIRST AMERICAN BANK

By: _____



Name: Matthew J. Paasch

Title: Senior Vice President

SCHEDULE 1¹
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents and Patent Applications

Grantor	Description	Patent Number	Patent Application Number	Date Patent Issued	Date Patent Applied
LaserGifts Group, LLC	KEYCHAIN	D885,750	29/694,370	2-Jun-20	10-Jun-19
LaserGifts Group, LLC	KEYCHAIN	D885,751	29/694,377	2-Jun-20	10-Jun-19
LaserGifts Group, LLC ²	Method of Providing Personalized Souvenirs	US8,041,593	13/079,689	18-Oct-11	4-Apr-11
LaserGifts Group, LLC	Method of Providing Personalized Souvenirs	US7,921,032	12/794,146	5-Apr-11	4-Jun-10
LaserGifts Group, LLC	Method of Providing Personalized Souvenirs	US7,734,499	12/109,899	10-Jun-10	25-Apr-08
LaserGifts Group, LLC	Product Display	D885,802	29/675,579	2-Jun-20	3-Jan-19
LaserGifts Group, LLC	System for Providing Coded Personalized Souvenirs	US8,651,370	13/892,022	18-Feb-14	10-May-13
LaserGifts Group, LLC	USB flash drive	USD610,156	29/330,250	16-Feb-10	1-Jan-09
LaserGifts Group, LLC	Zipper attachment	USD627,962	29/363,532	30-Nov-10	10-Jun-10
LaserGifts Group, LLC	Zipper attachment	USD617,547	29/318,954	6-Jun-10	30-May-08

¹ All IP of Group will be assigned from Orion Photo Industries, Inc. (and/or certain of its affiliates where applicable)

² Rights have been assigned from inventors by virtue of assignment of parent patent application which needs to be recorded with the U.S. PTO for this patent.

Grantor	Description	Patent Number	Patent Application Number	Date Patent Issued	Date Patent Applied
LaserGifts Group, LLC	Product Rack	USD710,633	29/448,356	8-Aug-14	12-Mar-13
LaserGifts Group, LLC	Pocket Tool	USD610,893	29/330,248	2-Mar-10	31-Dec-08
LaserGifts Group, LLC	Keychain having a solar powered display	USD619,354	29/336,817	13-Jul-10	8-May-09
LaserGifts Group, LLC	Product display	USD885,802	29/675,579	2-Jun-20	3-Jan-19
LaserGifts Group, LLC	Solar powered key ring with a liquid crystal display	USD622,955	29/356,786	9-Sep-10	2-Mar-10
LaserGifts Group, LLC	Necklace attachment	USD629329	29/320,768	12-Dec-10	2-Jun-08
LaserGifts Group, LLC	Methods And Apparatus For Solar Powered Oscillating Design Display	US9,754,517	15/332,647	5-Sep-17	24-Oct-16

SCHEDULE 2³

to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks and Trademark Applications

Grantor	Description	Trademark Application Serial Number	Trademark Registration Number	Jurisdiction	Date of Application	Date of Registration
LaserGifts Group, LLC	LASERGIFTS	77/518,155	3743675	US	2008-07-09	2010-02-02
LaserGifts Group, LLC	LASERGIFTS	77/518,258	3688190	US	2008-07-09	2009-09-29
LaserGifts Group, LLC	LASERGIFTS	77/518,198	3675254	US	2008-07-09	2009-09-01
LaserGifts Group, LLC	LASERGIFTS	77/518,244	3665816	US	2008-07-09	2009-08-11
LaserGifts Group, LLC	LASERGIFTS	77/518,217	3665815	US	2008-07-09	2009-08-11
LaserGifts Group, LLC	MIGHTY-CLIP	85/801,343	4530501	US	2012-12-12	2014-05-13
LaserGifts Group, LLC	LASERGIFTS	n/a	AZ 9221328	Arizona	2021-05-10	2021-05-10

³ All IP of Group will be assigned from Orion Photo Industries, Inc. (and/or certain of its affiliates where applicable)

Grantor	Description	Trademark Application Serial Number	Trademark Registration Number	Jurisdiction	Date of Application	Date of Registration
LaserGifts Group, LLC	LASERGIFTS	n/a	AZ 632737	Arizona	2015-10-14	2015-10-14
Dimension 9 LLC	YOODARA	M1262064	1307542	MX	2012-03-29	2012-08-29
Dimension 9 LLC	YOODARA	M1262065	1305663	MX	2012-03-29	2012-08-22

SCHEDULE 3⁴

to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights, Copyright Applications and Copyright Licenses

Grantor	Copyright Title	Copyright Application	Copyright Registration Number	Copyright Application Number
LaserGifts Group, LLC	Wood Block Art #1	n/a	VAu001357097	n/a
LaserGifts Group, LLC	Rebecca Hearts Artwork.	n/a	VA0001679322	n/a
Dimension 9 LLC	Animal Toys.	n/a	VA0001926529	n/a
LaserGifts Group, LLC	Assignment of copyright rights (Animal toys; sculpture / Reg. VA1926529).	n/a	V9917D284	n/a

⁴ All IP of Group will be assigned from Orion Photo Industries, Inc. (and/or certain of its affiliates where applicable)