

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM819231

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|----------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Rowmark LLC | | 06/21/2023 | Limited Liability Company: DELAWARE |
| Gyford Decor, LLC | | 06/21/2023 | Limited Liability Company: DELAWARE |
| Signcaster Corporation | | 06/21/2023 | Corporation: MINNESOTA |
| RECEIVING PARTY DATA | | | |
| Name: | Antares Capital LP, as Administrative Agent | | |
| Street Address: | 500 West Monroe Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60661 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 97095169 | IPI | |
| Serial Number: | 90904365 | PUNCH 'N PRESS | |
| Serial Number: | 88056159 | ROWMARK CUSTOM LAMINATIONS | |
| Serial Number: | 87939006 | COLORSHOP | |
| Serial Number: | 87939022 | FIBERGRAVE | |
| Serial Number: | 88490592 | SIMPLY STANDOFFS BY GYFORD | |
| Serial Number: | 97007006 | ACCENT SIGNAGE SYSTEMS | |
| Serial Number: | 97007029 | ACCENT | |
| Serial Number: | 77905713 | RASTER | |
| Serial Number: | 77783961 | RASTER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129021061 | | |
| <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: | 312-577-8438 | | |
| Email: | raquel.haleem@katten.com | | |

CH \$265.00 97095169

| | |
|----------------------------|------------------------------------------|
| Correspondent Name: | Raquel Haleem c/o Katten Muchin Rosenman |
| Address Line 1: | 525 West Monroe Street |
| Address Line 4: | Chicago, ILLINOIS 60661 |

| | |
|---------------------------|---------------|
| NAME OF SUBMITTER: | Raquel Haleem |
|---------------------------|---------------|

| | |
|-------------------|-----------------|
| SIGNATURE: | /Raquel Haleem/ |
|-------------------|-----------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 06/23/2023 |
|---------------------|------------|

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 21, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”), is made by each of the entities listed on the signature pages hereof as a “Grantor” (each a “Grantor” and, collectively, the “Grantors”), in favor of Antares Capital LP (“Antares Capital”), as the administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referenced below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 26, 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among WCI - EXT Purchaser, Inc., a Delaware corporation (the “Initial Borrower” and, prior to the consummation of the Closing Date Acquisition (as defined in the Credit Agreement), the “Borrower”), EXT Acquisitions, Inc., a Delaware corporation (the “Company”, and, as the surviving entity after giving effect to the Closing Date Acquisition, the “Borrower”), the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto, the L/C Issuers from time to time party thereto (each of the foregoing as defined in the Credit Agreement) and Antares Capital, as the Administrative Agent for the Secured Parties, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to that certain Guaranty and Security Agreement, dated as of June 26, 2018, in favor of the Administrative Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Guaranteed Obligations (as defined in the Guaranty and Security Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those Trademarks referred to on Schedule 1 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.

Notwithstanding the foregoing, no Lien or security interest is hereby granted on, and the Trademark Collateral shall not include, any Excluded Property; provided, that if and when any property described in this Section 2 shall cease to be Excluded Property, a Lien on and security interest in such property shall be deemed granted therein.

Section 3. Guaranty and 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 Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Counterparts. This Trademark Security 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 5. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement.

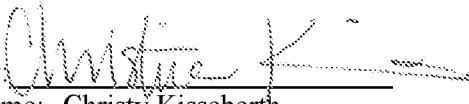
Section 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the parties hereto acknowledge that the security interest and Liens granted to the Administrative Agent herein for the benefit of the Secured Parties and the rights, remedies, duties and obligations provided for herein are subject to the terms of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of this Trademark Security Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

Section 7. Termination. Upon the termination of the Guaranty and Security Agreement in accordance with Section 8.2 thereof, the Administrative Agent shall, at the expense of the Grantors, promptly execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the Lien on and security interest in the Trademark Collateral under this Trademark Security Agreement.

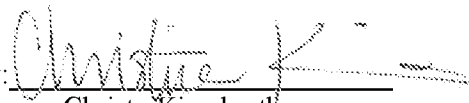
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each 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.

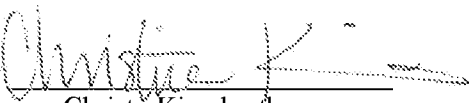
ROWMARK LLC, as Grantor

By: 
Name: Christy Kisseberth
Title: Secretary and Treasurer

GYFORD DECOR, LLC, as Grantor

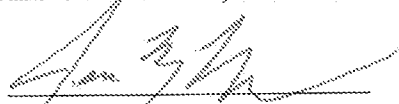
By: 
Name: Christy Kisseberth
Title: Chief Financial Officer, Secretary and Treasurer

SIGNCASTER CORPORATION, as Grantor

By: 
Name: Christy Kisseberth
Title: Chief Financial Officer, Secretary and Treasurer

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as the Administrative Agent

By: 
Name: Jesse B Morgan
Title: Duly Authorized Signatory

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 008108 FRAME: 0065

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

| Mark | Application No. | Application Date | Registration No. | Registration Date | Status of Mark | Owner/Applicant |
|----------------------------|-----------------|------------------|------------------|-------------------|----------------|------------------------|
| IPI | 97095169 | 10/27/21 | 6859248 | 9/27/22 | Registered | Rowmark LLC |
| PUNCH 'N PRESS | 90904365 | 8/26/21 | 6856911 | 9/27/22 | Registered | Rowmark LLC |
| ROWMARK CUSTOM LAMINATIONS | 88056159 | 7/27/18 | 6180673 | 10/20/20 | Registered | Rowmark LLC |
| COLORSHOP | 87939006 | 5/29/18 | 5973699 | 1/28/20 | Registered | Rowmark LLC |
| FIBERGRAVE | 87939022 | 5/29/18 | 5927611 | 12/3/19 | Registered | Rowmark LLC |
| SIMPLY STANDOFFS BY GYFORD | 88490592 | 6/26/19 | 6131561 | 8/18/20 | Registered | Gyford Decor, LLC |
| ACCENT SIGNAGE SYSTEMS | 97007006 | 9/1/21 | 6869785 | 10/11/22 | Registered | Signcaster Corporation |
| ACCENT | 97007029 | 9/1/21 | 6863425 | 10/4/22 | Registered | Signcaster Corporation |
| RASTER | 77905713 | 1/6/10 | 3910039 | 1/25/11 | Registered | Signcaster Corporation |
| RASTER | 77783961 | 7/17/09 | 3798642 | 6/8/10 | Registered | Signcaster Corporation |