

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM822432

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Color Methods, LLC		06/30/2023	Limited Liability Company: NEW YORK
On Services, LLC		06/30/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cadence Bank		
Street Address:	3399 Peachtree Rd NE, Suite 1900		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	Banking Corporation: MISSISSIPPI		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6799842	ON SITE AUDIO VISUAL	
Registration Number:	5827957	CMI AV	
Registration Number:	3566818	CMI COMMUNICATIONS	
Registration Number:	3566817	MAKE EVERY SEAT COUNT	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	404.885.2735		
Email:	trademarks@troutman.com		
Correspondent Name:	Majda Muhic, Esq.		
Address Line 1:	600 Peachtree Street NE, Suite 3000		
Address Line 2:	Troutman Pepper		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	249587.000022		
NAME OF SUBMITTER:	Majda Muhic		
SIGNATURE:	/Majda Muhic/		

CH \$115.00 6799842

DATE SIGNED:	07/06/2023
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Total Attachments: 7

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AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of June 30, 2023, by and among COLOR METHODS, LLC, a New York limited liability company ("Color Methods"), ON SERVICES, LLC, a Delaware limited liability company ("Borrower", together with Color Methods, the "Grantors", and each, a "Grantor"), and CADENCE BANK (the "Agent").

PRELIMINARY STATEMENT

A. Certain lenders have agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Borrower in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement, dated of even date herewith, by and among Borrower, Color Methods, as a guarantor, ON Services Intermediate, LLC, a Delaware limited liability company, as a guarantor, the other guarantors from time to time party thereto, the lenders from time to time party thereto, and the Agent (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Documents, each Grantor has granted to the Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Intellectual Property Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Documents, each Grantor hereby represents, warrants, covenants and agrees as follows:

1. To secure its obligations under the Loan Documents, each Grantor grants and pledges to the Agent, for the benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property not constituting Excluded Property (the "Intellectual Property Collateral") (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. All of the Intellectual Property Collateral is solely owned by the Grantors.

3. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement upon request by the Agent.

4. This security interest is granted in conjunction with the security interest granted to the Agent, for the benefit of the other Secured Parties, pursuant to the Loan Documents, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Documents, 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 Loan Documents, the provisions of the Loan Documents shall control.

5. 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA.

7. This Agreement amends and restates and replaces in its entirety that certain Intellectual Property Security Agreement dated as of December 15, 2022 (the "Prior Agreement"), by and among ON Services, as grantor, and Georgia Banking Company, as agent, and it is not intended to be, nor shall it be construed as, a discharge or novation of any Grantor's responsibilities and obligations to the Agent (as defined in the Loan Agreement) pursuant to the Prior Agreement.

[Remainder of page intentionally blank; signature pages follow.]

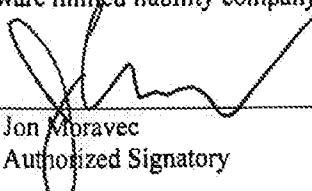
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

Address of Grantors:

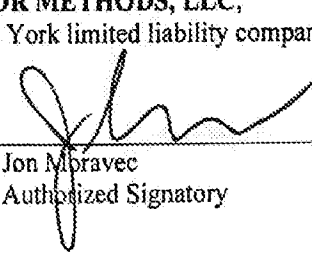
ON Services, LLC
6779 Crescent Drive
Norcross, Georgia 30071
Attn: Austin Milner
email: amilner@onservices.com

GRANTORS:

ON SERVICES, LLC,
a Delaware limited liability company

By: 
Name: Jon Moravec
Title: Authorized Signatory

COLOR METHODS, LLC,
a New York limited liability company

By: 
Name: Jon Moravec
Title: Authorized Signatory

[Signature pages continues below.]

Address of Agent:

Cadence Bank
3399 Peachtree Road NE, Suite 1900
Atlanta, GA 30309
Attn: Grace Barnwell
Email: grace.barnwell@cadencebank.com

AGENT:

CADENCE BANK

By: Grace Barnwell
Name: Grace Barnwell
Title: Senior Vice President

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 008125 FRAME: 0702

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Trademark	Reg. No.	Reg. Date	Record Owner
ON Site Audio Visual	6,799,842	7/26/22	ON Services, LLC
CMI AV	5,827,957	8/6/2019	Color Methods, LLC
CMI COMMUNICATIONS	3,566,818	1/27/2009	Color Methods, LLC
MAKE EVERY SEAT COUNT	3,566,817	1/27/2009	Color Methods, LLC