

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM822754

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIRCLE GRAPHICS, INC.		07/07/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ACQUIOM AGENCY SERVICES LLC, as Administrative Agent for the Lenders		
Street Address:	150 South 5th Street, Suite 2600		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	7043319	JONDO GO	
Registration Number:	7037373	GO	
Registration Number:	6839735	SHARE WHAT YOU LOVE	
Registration Number:	6646774	SHARE WHAT YOU LOVE	
Registration Number:	6285913	THINWRAPS	
Registration Number:	6084707	JONDO	
Registration Number:	5119326	100%ZERO	
Registration Number:	5119075	QOWALLA	
Registration Number:	5119074	QOWALLA	
Registration Number:	5119071		
Registration Number:	5073707	JONDO	
Registration Number:	4955697	YPOC	
Registration Number:	4793301	FREE YOUR PHOTOS	
Registration Number:	4753167	SNAPBOX	
Registration Number:	4260444	BLACK RIVER IMAGING	
Registration Number:	3777546	BAY PHOTO LAB	
Registration Number:	2980396	IMAGESNAP	
Registration Number:	2612530	ECONOWOOD	
Registration Number:	6175866	MANVAS	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	5742453	CANVASPEOPLE
Registration Number:	5568289	THE CUTEKID
Serial Number:	97684484	STICK-N-SWITCH
Serial Number:	97303958	PRINTOPRONGO
Serial Number:	97303952	PRINTOPRONGO
Serial Number:	97303948	PRINTOPRONGO
Serial Number:	88273209	SHARE WHAT YOU LOVE
Serial Number:	87143001	JONDO

CORRESPONDENCE DATA

Fax Number: 7043311159

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.

Phone: 7043311000

Email: PTO_TMconfirmation@mvalaw.com,
maryelizabethzaldivar@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700, ATTN: IP DEPARTMENT

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 045346.000005

NAME OF SUBMITTER: John Slaughter

SIGNATURE: /john slaughter/

DATE SIGNED: 07/07/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of July 7, 2023, is entered into by Circle Graphics, Inc., a Delaware corporation (the "**Grantor**"), in favor of Acquiom Agency Services LLC, a Colorado limited liability company, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the "**Administrative Agent**").

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of September 30, 2019 (as amended, modified, supplemented, increased, extended, restated, refinanced and/or replaced from time to time, the "**Loan Agreement**"), by and among Circle Graphics Purchaser Corporation, a Delaware corporation ("**Buyer**"), Circle Graphics Holdings, Inc., a Delaware corporation ("**Holdings**"), Grantor, Picturoso LLC, a Delaware limited liability company ("**Picturoso**"), Bay Photo, LLC, a California limited liability company ("**Bay Photo**"), Black River Imaging, LLC, a Delaware limited liability company ("**Black River**"), Graphik Dimensions, LLC, a Delaware limited liability company ("**Graphik**"), CG Visual Solutions Corporation, a Delaware corporation ("**OOH**"), Sensaria Canada ULC, a British Columbia unlimited liability company ("**Sensaria**"), Jondo Global, LLC, a Delaware limited liability company ("**Jondo Global**"), Transfor Digital Media Marketing, LLC, a Delaware limited liability company ("**Transfor**"), Jondo, Ltd., a California corporation ("**Jondo**"), Ecker Textiles, LLC, a Delaware limited liability company ("**Ecker**"; and together with the Buyer, Holdings, Grantor, Picturoso, Bay Photo, Black River, Graphik, OOH, Sensaria, Jondo Global, Transfor, and Jondo, the "**Borrowers**"), Circle Graphics Intermediate B Corporation, a Delaware corporation ("**Intermediate B**"), as a Guarantor, CG Visual Solutions Intermediate B Corporation, a Delaware corporation ("**OOH Intermediate B**"), as a Guarantor, CanvasPop LLC, a Nevada limited liability company, ("**CPop Nevada**"), as a Guarantor, Art22 LLC, a Nevada limited liability company, ("**Art22**"), as a Guarantor, Artfactory 11 Inc., a Delaware corporation ("**Artfactory**"), as a Guarantor, Harvest Fine Art, Ltd., a California corporation ("**Harvest**"), as a Guarantor, Your Photo on Canvas, LLC, a California limited liability company, ("**Your Photo**"), as a Guarantor, the other subsidiaries of Intermediate B and OOH Intermediate B from time to time party thereto as Guarantors, the several entities from time to time party thereto as Lenders, and the Administrative Agent, the Lenders have agreed to provide a credit facility to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to make their respective extensions of credit to the Borrowers under the Loan Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

The Grantor hereby grants, pledges and collaterally assigns a security interest and Lien to the Administrative Agent, for the benefit of the Lending Parties, in the following of the Grantor (the "**Trademark Collateral**"):

1. all U.S. Trademark registrations and U.S. Trademark applications including, without limitation, those referred to on Schedule I hereto; and

2. all products and proceeds of any or all of the foregoing, including, without limitation, all rights to income, royalties, proceeds and damages now or hereafter due and/or payable under any Trademark and with respect thereto, 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 any of the foregoing, the Trademark Collateral shall not include any intent-to-use application for trademark or service mark registration filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing under Section 1(c) or Section 1(d) of the Lanham Act of a "Statement of Use" or an "Amendment to Allege Use" 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 prior to such filing would impair the validity or enforceability of any registration that issues from such intent-to-use trademark or service mark application under applicable federal law.

Section 3. Security Agreement

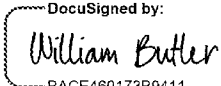
The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Loan Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

IN WITNESS WHEREOF, the 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.

Very truly yours,

CIRCLE GRAPHICS, INC., a Delaware corporation,
as Grantor

By:  _____
Name: William Butler
Title: Chief Financial Officer, Treasurer and Secretary

[Signature Pages Continue]

ACCEPTED AND AGREED
as of the date first above written:

ACQUIOM AGENCY SERVICES LLC,
as Administrative Agent for the Lenders

By: Veronica Colón
Name: Veronica Colón
Title: Senior Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Circle Graphics, Inc.
(Delaware Corporation)

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
JONDO GO	7043319	05/02/2023
GO and Design	7037373	04/25/2023
SHARE WHAT YOU LOVE	6839735	09/06/2022
SHARE WHAT YOU LOVE	6646774	02/15/2022
THINWRAPS	6285913	03/09/2021
JONDO	6084707	06/23/2020
100%ZERO and Design	5119326	01/10/2017
QOWALLA	5119075	01/10/2017
QOWALLA and Design	5119074	01/10/2017
Design Only	5119071	01/10/2017
JONDO	5073707	11/01/2016
YPOC	4955697	05/10/2016
FREE YOUR PHOTOS	4793301	08/18/2015
SNAPBOX and Design	4753167	06/09/2015
BLACK RIVER IMAGING	4260444	12/18/2012
BAY PHOTO LAB	3777546	04/20/2010
IMAGESNAP	2980396	08/02/2005
ECONOWOOD (Stylized)	2612530	08/27/2002
MANVAS	6175866	10/13/2020
CANVASPEOPLE	5742453	05/07/2019
THE CUTEKID	5568289	09/25/2018

Trademark Applications

Mark	Appl. No.	Filing Date
STICK-N-SWITCH	97684484	11/18/2022
PRINTOPRANTO	97303958	03/09/2022
PRINTOPRANTO	97303952	03/09/2022
PRINTOPRANTO	97303948	03/09/2022
SHARE WHAT YOU LOVE	88273209	01/23/2019
JONDO	87143001	08/18/2016