

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837009

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of First Lien Trademark Security Agreement		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as original collateral agent		08/31/2023	Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as successor collateral agent		
Street Address:	155 Wellington Street West, 8th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5V 3K7		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4410249	STICKERGIANT	
Registration Number:	5569178	STICKER GIANT	
Registration Number:	6156512	EVERY STICKER HAS A STORY	
Registration Number:	6007904	STICKERGIANT	
Registration Number:	6078391	STICKER GIANT	
Registration Number:	6078546	STICKERS ON THE MIC PODCAST	
Serial Number:	97249617	INGENIOUS	
Serial Number:	97440102	THE LABEL COMPANY	
Serial Number:	97359174	PRINT COLORFULLY	
Serial Number:	97359168	PRINT COLORFULLY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		

CH \$265.00 4410249

Address Line 1: 555 South Flower Street, Suite 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 1111002-0313-S216

NAME OF SUBMITTER: Justine Lu

SIGNATURE: /Justine Lu/

DATE SIGNED: 09/05/2023

Total Attachments: 7

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ASSIGNMENT OF FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS ASSIGNMENT OF FIRST LIEN TRADEMARK SECURITY AGREEMENT (the “Assignment”) is made and entered into as of August 31, 2023 by **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**, as the original collateral agent (in such capacity, “Assignor”), in favor of **ROYAL BANK OF CANADA** (of 155 Wellington Street West, 8th Floor, Toronto, ON M5V 3K7), as the successor collateral agent (in such capacity, “Assignee”).

W I T N E S S E T H

WHEREAS, Assignor is party to that certain Security Agreement, dated as of July 8, 2021 (as amended by that certain First Lien Security Agreement Supplement, dated as of October 14, 2022, and as further amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Resource Label Group LLC and StickerGiant.com LLC (each, a “Grantor” and collectively, the “Grantors”), the other grantors party thereto, and Assignor;

WHEREAS, pursuant to (i) the Security Agreement and (ii) the First Lien Trademark Security Agreement made by the Grantors in favor of Assignor recorded at the United States patent and Trademark Office on October 14, 2022 at Reel/Frame 7868/0669 (the “Trademark Security Agreement”), the Grantors have granted to Assignor a security interest in all of its right, title or interest in or to any and all of the Trademark Collateral (as such term is used in the Trademark Security Agreement), including the Trademarks (as such term is used in the Trademark Security Agreement) set forth on Schedule I; and

WHEREAS, pursuant to that certain Resignation, Waiver and Appointment Agreement, dated as of August 31, 2023 (“the Agreement”), among the Grantors, Assignor, Assignee and the other parties thereto, Assignor has resigned as collateral agent and administrative agent under the Credit Agreement (as defined in the Agreement) (the “Credit Agreement”), the Security Agreement and the other Loan Documents (as defined in the Credit Agreement), Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as collateral agent and administrative agent thereunder; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to evidence the assignment by Assignor to Assignee of all of Assignor’s right, title and interest in, to and under the Security Agreement and the Trademark Security Agreement, including, without limitation, Assignor’s security interest in, and lien on, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings specified in the Agreement, Security Agreement or Credit Agreement.
2. Assignment. Assignor hereby transfers, assigns, grants and conveys to Assignee for the ratable benefit of the Secured Parties all of its right, title and interest in, to and under the Security

Agreement, Credit Agreement and the Trademark Security Agreement, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and liens.

3. Acknowledgment of Grantors. The security interest assigned to Assignee as the new collateral agent for the Secured Parties pursuant to this Assignment, has been granted in conjunction with the security interest granted pursuant to the Security Agreement and Trademark Security Agreement, and each Grantor hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Trademark Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Trademark Collateral are more fully set forth in the Security Agreement, Credit Agreement, Agreement and the Trademark Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above first written.

ASSIGNOR:

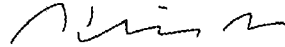
**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH**, as the original collateral agent



By: _____

Name: Mikhail Faybusovich

Title: Authorized Signatory



By: _____

Name: Heesu Sin

Title: Authorized Signatory

ACCEPTED AND AGREED

as of the date above first written:

ASSIGNEE:

ROYAL BANK OF CANADA,

as the successor collateral agent

By: *Casey Clark*

Name: Casey Clark

Title: Manager, Agency Services

By: _____

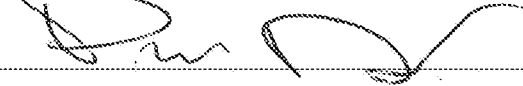
Name: _____

Title: _____

ACCEPTED AND AGREED
as of the date above first written:

ASSIGNEE:

ROYAL BANK OF CANADA,
as the ~~successor~~ collateral agent

By:  _____

Name: Pierre Noriega
Authorized Signatory

Title: _____

By: _____

Name: _____

Title: _____

ACCEPTED AND AGREED
as of the date above first written:

GRANTORS:

RESOURCE LABEL GROUP, LLC,
as Grantor

By: WOKent

Name: William Kent

Title: Chief Financial Officer and Treasurer

STICKERGIANT.COM LLC,
as Grantor

By: WOKent

Name: William Kent

Title: Chief Financial Officer and Treasurer

[Signature Page to Assignment of First Lien Trademark Security Agreement]

TRADEMARK
REEL: 008188 FRAME: 0049

Schedule I

TRADEMARKS

Trademark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
INGENIOUS	US	Pending	App 97249617	App 02-FEB- 2022			RESOURCE LABLE GROUP, LLC
THE LABEL COMPANY Logo	US	Pending	App 97440102	App 02-JUN- 2022			RESOURCE LABLE GROUP, LLC
STICKERGIANT	US	Registered	App 85820229	App 10-JAN- 2013	Reg 4410249	Reg 01- OCT-2013	StickerGiant.com Inc.
STICKERGIANT Logo	US	Registered	App 87778162	App 31-JAN- 2018	Reg 5569178	Reg 25-SEP- 2018	StickerGiant.com Inc.
EVERY STICKER HAS A STORY	US	Registered	App 88572115	App 08- AUG-2019	Reg 6156512	Reg 22-SEP- 2020	StickerGiant.com Inc.
STICKERGIANT	US	Registered	App 88590244	App 23- AUG-2019	Reg 6007904	Reg 10- MAR-2020	StickerGiant.com Inc.
STICKER GIANT Logo	US	Registered	App 88590236	App 23- AUG-2019	Reg 6078391	Reg 16-JUN- 2020	StickerGiant.com Inc.
STICKERS ON THE MIC PODCAST	US	Registered	App 88626571	App 23-SEP- 2019	Reg 6078546	Reg 16-JUN- 2020	StickerGiant.com Inc.
PRINT COLORFULLY	US	Pending	App 97359174	App 12-APR- 2022			StickerGiant.com Inc.
PRINT COLORFULLY	US	Pending	App 97359168	App 12-APR- 2022			StickerGiant.com Inc.