

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI88359

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Electronics For Imaging, Inc.		03/12/2024	Corporation: DELAWARE
Fiery, LLC		03/12/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Cerberus Business Finance Agency, LLC		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3139870	EFI	
Registration Number:	3240353	EFI	
Registration Number:	3450734	JETRION	
Registration Number:	2798992	FABRIVU	
Registration Number:	2809185	ONEFLOW	
Registration Number:	2641317	COMMAND WORKSTATION	
Registration Number:	2791971	PRINTME	
Registration Number:	2590578	ELECTRONICS FOR IMAGING	
Registration Number:	2759267	PRESSVU	
Registration Number:	2282435	FIERY	
Registration Number:	2280292	FIERY	
Registration Number:	2122803	RIP-WHILE-PRINT	
Registration Number:	2012652	FIERY	
Registration Number:	2072150	MICROPRESS	
Registration Number:	2200006	COLORWISE	
Registration Number:	1712639	FIERY	
Registration Number:	2629689	VUTEK	
Registration Number:	7239370	EFI	

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Property Type	Number	Word Mark
Serial Number:	97318790	CONNECT

CORRESPONDENCE DATA

Fax Number: 2125935955

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: 2127562132

Email: trademarks@srz.com

Correspondent Name: Scott Kareff

Address Line 1: 919 Third Avenue

Address Line 2: Floor 19

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-2236
NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	ELAINE CARRERA
DATE SIGNED:	03/12/2024

Total Attachments: 6

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SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of March 12, 2024, is made by Electronics For Imaging, Inc., a Delaware corporation (“Grantor”), in favor of Cerberus Business Finance Agency, LLC, a Delaware limited liability company (“Cerberus”), as collateral agent (in such capacity, the “Agent”) in connection with that certain First Lien Term Loan Agreement, dated as of March 12, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “Term Loan Agreement”), among EAST PRIVATE HOLDINGS II, LLC, a Delaware limited liability company (“Holdings”), ELECTRONICS FOR IMAGING, INC., a Delaware corporation (the “Company” or the “Borrower”), the lending institutions from time to time parties thereto (each a “Lender” and, collectively, the “Lenders”) and Cerberus, as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Term Loan Agreement, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Term Loan Agreement, Grantor and any Subsidiaries that become a party thereto, have executed and delivered a First Lien Security Agreement, dated as of 12, 2024 in favor of the Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Collateral 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 certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower under the Term Loan Agreement, Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Term Loan Agreement and the Security Agreement.

2. Grant of Security Interest. Grantor hereby grants a lien on and security interest in all of each Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of each Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Term Loan Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Term Loan Agreement, the terms of the Term Loan Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ELECTRONICS FOR IMAGING, INC.,
as a Grantor

By: _____
Name: Benjamin Mackenzie-Grieve
Title: Chief Financial Officer


DocuSigned by:
BENJAMIN MACKENZIE-GRIEVE
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FIERY, LLC,
as a Grantor

By: _____
Name: Roy Douglass
Title: Secretary


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Roy Douglass
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CERBERUS BUSINESS FINANCE AGENCY, LLC,
as the Collateral Agent

By: 
Name: Daniel E. Wolf
Title: Senior Managing Director

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Registration Number/Registration Date	Registered Owner
EFI	3139870 05-SEP-2006	ELECTRONICS FOR IMAGING, INC.
EFI	3240353 08-MAY-2007	ELECTRONICS FOR IMAGING, INC.
JETRION	3450734 17-JUN-2008	ELECTRONICS FOR IMAGING, INC.
FABRIVU	2798992 23-DEC-2003	ELECTRONICS FOR IMAGING, INC.
ONEFLOW	2809185 27-JAN-2004	ELECTRONICS FOR IMAGING, INC.
COMMAND WORKSTATION	2641317 22-OCT-2002	FIERY, LLC
PRINTME	2791971 09-DEC-2003	FIERY, LLC
ELECTRONICS FOR IMAGING	2590578 09-JUL-2002	ELECTRONICS FOR IMAGING, INC.
PRESSVU	2759267 02-SEP-2003	ELECTRONICS FOR IMAGING, INC.
FIERY	2282435 05-OCT-1999	FIERY, LLC
FIERY 	2280292 28-SEP-1999	FIERY, LLC
RIP-WHILE-PRINT	2122803 23-DEC-1997	FIERY, LLC
FIERY 	2012652 29-OCT-1996	FIERY, LLC

Mark	Registration Number/Registration Date	Registered Owner
MICROPRESS	2072150 17-JUN-1997	FIERY, LLC
COLORWISE	2200006 27-OCT-1998	FIERY, LLC
FIERY	1712639 01-SEP-1992	FIERY, LLC
VUTEK	2629689 08-OCT-2002	ELECTRONICS FOR IMAGING, INC.
EFI	7239370 12-DEC-2023	ELECTRONICS FOR IMAGING, INC.
	CO APP. NO. 97318790 18-MAR-2022	ELECTRONICS FOR IMAGING, INC.