

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM379266

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|-----------------------------------|---|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | TRADEMARK SECURITY AGREEMENT | | |
| RESUBMIT DOCUMENT ID: | 900356188 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Inmark, LLC | | 03/02/2016 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | BMO Harris Bank N.A., as Administrative Agent | | |
| Street Address: | 111 W. Monroe Street | | |
| Internal Address: | Attn: John Buchta | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 18 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86360056 | FORTIS | |
| Serial Number: | 86360063 | SEPIO | |
| Serial Number: | 86360049 | VOLO | |
| Serial Number: | 86622238 | INMARK | |
| Serial Number: | 86696778 | DOUBLE NECK DMP | |
| Serial Number: | 86638264 | IMPERIUM | |
| Serial Number: | 86622241 | INMARK | |
| Serial Number: | 86622223 | INMARK | |
| Serial Number: | 86622235 | INMARK | |
| Serial Number: | 86622229 | INMARK | |
| Serial Number: | 86624933 | INMARK | |
| Serial Number: | 86624935 | INMARK | |
| Serial Number: | 86624939 | INMARK | |
| Serial Number: | 86624946 | INMARK | |
| Serial Number: | 86624952 | INMARK | |
| Serial Number: | 86696770 | PERFECTPOURTION | |
| Serial Number: | 74662277 | EXAKT-PAK | |

TRADEMARK

| | | |
|-----------------------|---------------|------------------|
| Property Type | Number | Word Mark |
| Serial Number: | 85253584 | INTMP |

CORRESPONDENCE DATA

Fax Number:
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: 2122942684

Email: trademarkny@winston.com

Correspondent Name: Michael Shaffer

Address Line 1: 100 North Tryon Street

Address Line 2: Winston & Strawn LLP

Address Line 4: Charlotte, NORTH CAROLINA 28202-1078

| | |
|--------------------------------|----------------------------------|
| ATTORNEY DOCKET NUMBER: | 13757.90 |
| NAME OF SUBMITTER: | Michael Shaffer |
| SIGNATURE: | /Michael Shaffer by trademarkny/ |
| DATE SIGNED: | 04/04/2016 |

Total Attachments: 6
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THIS TRADEMARK SECURITY AGREEMENT, dated as of March 2, 2016, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of BMO Harris Bank N.A., as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuer (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of March 2, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Inmark Global Holdings, LLC, a Delaware limited liability company (the "Borrower"), IGH Investment Holdings, LLC, a Delaware limited liability company, the other Persons party thereto that are designated as a Credit Party, the Lenders and the L/C Issuer from time to time party thereto and BMO Harris Bank N.A., as Agent for the Lenders (including Swingline Lender) and L/C Issuer, the Lenders and the L/C Issuer 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 a Guaranty and Security Agreement, dated as of March 2, 2016 in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

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

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the 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 of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those 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.

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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, subject to the limitations set forth in the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. 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.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; 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.

Very truly yours,

INMARK, LLC, as Grantor

By: 

Name: David S. Oyler

Title: Manager

ACCEPTED AND AGREED
as of the date first written above:

BMO HARRIS BANK N.A.,
as Agent

By: 
Name: John Buchta
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

| Description | Country | Serial Number | Registration Number | Classes | Owner |
|--------------------|---------|-------------------------|---------------------|---------------|----------------|
| FORTIS | US | 86/360,056 (Allowed) | N/A | 09, 11, 20 | Inmark, LLC |
| SEPIO | US | 86/360,063 (Allowed) | N/A | 09, 11 | Inmark, LLC |
| VOLO | US | 86/360,049 (Allowed) | N/A | 09, 11, 20 | Inmark, LLC |
| DOUBLE NECK DMP | US | 86/622,238 (Pending) | N/A | 21 | Inmark, LLC |
| IMPERIUM | US | 86/638,264 (Pending) | N/A | 20 | Inmark, LLC |
| INMARK | US | 86/622,238 (Pending) | N/A | 35 | Inmark, LLC |
| INMARK | US | 86/622,241 (Pending) | N/A | 37 | Inmark, LLC |
| INMARK | US | 86/622,223 (Pending) | N/A | 39 | Inmark, LLC |
| INMARK | US | 86/622,235 (Pending) | N/A | 40 | Inmark, LLC |
| INMARK | US | 86/622,229 (Pending) | N/A | 42 | Inmark, LLC |
| INMARK & Design | US | 86/622,235 (Pending) | N/A | 35 | Inmark, LLC |
| INMARK & Design | US | 86/624,935 (Pending) | N/A | 37 | Inmark, LLC |
| INMARK & Design | US | 86/624,939 | N/A | 39 | Inmark, LLC |

| Description | Country | Serial Number | Registration Number | Classes | Owner |
|-----------------|---------|-------------------------|---------------------------|---------|-------------|
| | | (Pending) | | | |
| INMARK & Design | US | 86/624,946 (Pending) | N/A | 40 | Inmark, LLC |
| INMARK & Design | US | 86/624,952 (Pending) | N/A | 42 | Inmark, LLC |
| PERFECTPOURTION | US | 86/696,770 (Pending) | N/A | 21 | Inmark, LLC |
| EXAKT-PAK | US | 74/662,277 | 1,968,327 (Registered) | 10 | Inmark, LLC |
| INTEMP | US | 85/253,584 | 4,126,705 (Registered) | 20 | Inmark, LLC |