

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM596959

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bay Photo, LLC		09/10/2020	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association, as Administrative Agent		
<b>Street Address:</b>	1217 N. Catalina Avenue		
<b>Internal Address:</b>	Mail Code LM-CA-1975		
<b>City:</b>	Redondo Beach		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90277		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3777546	BAY PHOTO LAB	
<b>Registration Number:</b>	2980396	IMAGESNAP	
<b>Serial Number:</b>	88739856	METALPRINTS	
<b>Serial Number:</b>	88739848	THINWRAPS	
<b>Serial Number:</b>	88546839	BAY PHOTO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2025339099		
<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>			
<b>Phone:</b>	202-467-8800		
<b>Email:</b>	behogue@vorys.com		
<b>Correspondent Name:</b>	Vorys, Sater, Seymour and Pease LLP		
<b>Address Line 1:</b>	P.O. Box 2255 -- IPLAW@Vorys		
<b>Address Line 2:</b>	Attn: Laura T. Geyer		
<b>Address Line 4:</b>	Columbus, OHIO 43216-2255		
<b>NAME OF SUBMITTER:</b>	Bernice Hogue		
<b>SIGNATURE:</b>	/bernice hogue/		
<b>DATE SIGNED:</b>	09/10/2020		

CH \$140.00 3777546

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of September 10, 2020, is entered into by Bay Photo, LLC., a California limited liability company (the "Grantor"), in favor of U.S. Bank National Association, a national banking association ("U.S. Bank"), 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 December 19, 2019 (as heretofore amended, as amended in connection herewith, and as the same may be further 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"), Circle Graphics, Inc., a Delaware corporation ("Company"), Picturoso LLC, a Delaware limited liability company ("Picturoso"); as Borrowers, Circle Graphics Intermediate B Corporation, a Delaware corporation ("Intermediate B"), as a Guarantor, the other Credit Parties party thereto, the several entities from time to time party thereto as Lenders, the LC Issuer (as defined therein) 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 that certain Joinder and Second Amendment to Loan and Security Agreement dated as of the date hereof by and among the Borrowers party thereto, Grantor, the Guarantors party thereto, the Administrative Agent, the LC Issuer and the Lenders party thereto, 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 Secured 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,  
BAY PHOTO, LLC, a California limited liability company,  
as Grantor

By: Tom Spielberger  
Name: Tom Spielberger  
Title: Chief Financial Officer, Treasurer and Secretary

[Signature Pages Continue]

ACCEPTED AND AGREED  
as of the date first above written:

U.S. BANK NATIONAL ASSOCIATION,  
*as Administrative Agent*

By: Wayne Elliott

Name: Wayne Elliott

Title: Vice President

**SCHEDULE I**

**TO**

**TRADEMARK SECURITY AGREEMENT**

**Bay Photo, LLC  
(California Limited Liability Company)**

**U.S. Trademarks**

**Trademark Registrations**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
BAY PHOTO LAB	3777546	04/20/2010
IMAGESNAP	2980396	08/02/2005

**Trademark Applications**

<b>Mark</b>	<b>Appl. No.</b>	<b>Filing Date</b>
METALPRINTS	88739856	12/26/2019
THINWRAPS	88739848	12/26/2019
BAY PHOTO	88546839	07/29/2019