

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602738

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900573186

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DELUXE 3D LLC		08/31/2020	Limited Liability Company: DELAWARE
COMPANY 3 / METHOD INC. (F/K/A DELUXE CREATIVE SERVICES INC.)		08/31/2020	Corporation: DELAWARE
RUSHES POSTPRODUCTION LIMITED		08/31/2020	Corporation: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	ALTER DOMUS (US) LLC
Street Address:	225 W. Washington St., 9th floor
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	88519545	BEAST
Registration Number:	3399692	CO3
Registration Number:	4260495	CO3
Registration Number:	5217923	COLORSTREAM
Registration Number:	3752731	COLORSTREAM
Registration Number:	3755182	COLORSTREAM
Registration Number:	5184448	COMPANY 3
Registration Number:	3403187	COMPANY 3
Registration Number:	4726921	EC3
Registration Number:	4726923	EC3
Registration Number:	3190410	EFILM
Registration Number:	2011274	EFILM
Registration Number:	5306398	ENCORE
Registration Number:	5306402	ENCORE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2480453	METHOD
Registration Number:	6038079	METHOD MADE
Registration Number:	5154127	
Registration Number:	4273492	MOBILABS
Registration Number:	4297507	STEREO D
Registration Number:	4297508	STEREO D
Registration Number:	5482237	SYNAPSE

CORRESPONDENCE DATA

Fax Number: 2128066006
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: 2128065400
Email: mvillarin@stroock.com, jmann@stroock.com
Correspondent Name: STROOCK & STROOCK & LAVAN LLP
Address Line 1: 180 Maiden Lane
Address Line 4: NEW YORK, NEW YORK 10038

ATTORNEY DOCKET NUMBER:	006633/0003
NAME OF SUBMITTER:	JEFFREY MANN
SIGNATURE:	/Jeffrey Mann/
DATE SIGNED:	10/13/2020

Total Attachments: 18
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BRIDGE PATENT AND TRADEMARK SECURITY AGREEMENT dated as of August 31, 2020 (this "**Agreement**"), between DELUXE 3D LLC, a Delaware limited liability company, having an office at 2400 West Empire Avenue, Burbank, CA 91504, COMPANY 3 / METHOD INC. (F/K/A DELUXE CREATIVE SERVICES INC.), a Delaware corporation, having an office at 2400 West Empire Avenue, Burbank, CA 91504, RUSHES POSTPRODUCTION LIMITED having an office at Film House 142 Wardour Street London W1F 8DD (each a "**Grantor**" and collectively the "**Grantors**") and ALTER DOMUS (US) LLC, a limited liability company having an office at 225 W. Washington St., 9th floor Chicago IL 60606, in its capacity as administrative agent and collateral agent for certain Lenders (the "**Collateral Agent**").

Reference is made to (a) the Bridge Credit Agreement dated as of August 31, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "**Bridge Credit Agreement**"), among DELUXE ENTERTAINMENT SERVICES GROUP INC., a Delaware corporation (the "**Borrower**"), DESG INTERMEDIATE II INC., a Delaware corporation ("**Holdings**"), the Lenders party thereto and ALTER DOMUS (US) LLC, as Administrative Agent and Collateral Agent, and (b) the Bridge Guarantee and Collateral Agreement dated as of August 31, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "**Bridge Guarantee and Collateral Agreement**"), among the Borrower, Holdings, the Guarantors, Subsidiary Guarantors, Grantors (as defined therein) and ALTER DOMUS (US) LLC as Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Bridge Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors, Holdings and the Guarantors party hereto are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Bridge Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Bridge Guarantee and Collateral Agreement. The rules of construction specified in Section 1.2 of the Bridge Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Patent and Trademark Collateral**") as collateral security for the payment or performance, as the case may be (whether at the stated maturity, by acceleration or otherwise), of the Secured Obligations:

- (i) all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including

registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office) (“PTO”), including those listed on Schedule I hereto, and all reissues, continuations, divisions, continuations in part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein; and

(ii) (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations thereof, and all registration applications filed in connection therewith, including registrations and registration applications in the PTO, including registrations, recordings and pending applications in the PTO (or any successor office), and all extensions or renewals thereof, including, in the case of any Grantor, any of the foregoing set forth next to its name on Schedule II hereto and (b) all goodwill associated therewith or symbolized thereby, including any rights or interests that reflect or embody such goodwill.

provided, however, that the foregoing pledge assignment and grant of security interest will not cover any applications for any trademarks that have been filed with the PTO on the basis of an “intent-to-use” with respect to such trademarks until an appropriate amendment to allege use or statement of use is filed in and accepted by the PTO.

SECTION 3. ***Collateral Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Bridge Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Bridge Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Bridge Guarantee and Collateral Agreement, the terms of the Bridge Guarantee and Collateral Agreement shall govern.

SECTION 4. ***Counterparts.*** This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

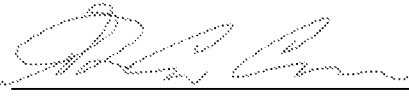
SECTION 5. ***Intercreditor Agreements.*** Notwithstanding anything herein to the contrary, each of (i) the obligations of each Grantor under this Agreement, (ii) the lien and security interest granted to the Collateral Agent pursuant to this Agreement, (iii) the release of Collateral from the Lien granted and created hereby and (iv) the exercise of any right or remedy by Collateral Agent hereunder are, in each case, subject to the provisions of the Intercreditor Agreements (as defined in the Bridge Credit Agreement). In the event of any conflict or inconsistency between the provisions of any of the Intercreditor Agreements and this Agreement, the provisions of the Intercreditor Agreements shall control.

SECTION 6 *Recordation.* Each of the Grantors hereby authorizes the Commissioners for Patents and Trademarks and any other related government officials to record and register this Agreement in connection with the Patent and Trademark Collateral.


[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

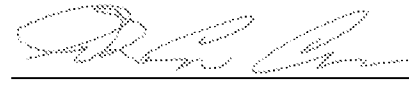
DELUXE 3D LLC, as a Grantor

By: 
Name: John Eric Cummins
Title: Chief Executive Officer

DELUXE ENTERTAINMENT SERVICES
INC., as a Grantor

By: 
Name: John Eric Cummins
Title: Chief Executive Officer

COMPANY 3 / METHOD INC. (F/K/A
DELUXE CREATIVE SERVICES INC.), as a
Grantor

By: 
Name: John Eric Cummins
Title: Chief Executive Officer

RUSHES POSTPRODUCTION LIMITED, as a
Grantor



By: _____

Name: Stefanie Liquori
Title: Director, Executive Vice
President, General Counsel, Chief
Administrative Officer and
Secretary

ALTER DOMUS (US) LLC, as Administrative
Agent and Collateral Agent

By: 
Name:
Title: Matthew Trybula
Associate Counsel

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007065 FRAME: 0746

SCHEDULE I

TITLE	COUNTRY	APP. NO.	FILING DATE	PAT. NO.	ISSUE DATE	OWNER
PULLING KEYS FROM COLOR SEGMENTED IMAGES	United States of America	12634368	Dec 9, 2009	8538135	Sep 17, 2013	Deluxe 3D LLC
PULLING KEYS FROM COLOR SEGMENTED IMAGES	United States of America	14010414	Aug 26, 2013	8977039	Mar 10, 2015	Deluxe 3D LLC
AUTO-STEREOSCOPIC INTERPOLATION	United States of America	12634379	Dec 9, 2009	8638329	Jan 28, 2014	Deluxe 3D LLC
ALTERNATE VIEWPOINT RENDERING	United States of America	13089537	Apr 19, 2011	8681182	Mar 25, 2014	Deluxe 3D LLC
ALTERNATE VIEWPOINT RENDERING	United States of America	14189951	Feb 25, 2014	9342861	May 17, 2016	Deluxe 3D LLC
SYSTEMS AND METHODS FOR AUTOMATED VIRTUAL GEOMETRY DEFORMATION	Canada	2960296	Mar 8, 2017			Deluxe Creative Services Inc.



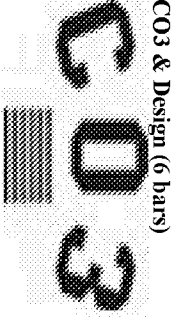
TITLE	COUNTRY	APP. NO.	FILING DATE	PAT. NO.	ISSUE DATE	OWNER
SYSTEMS AND METHODS FOR AUTOMATED VIRTUAL GEOMETRY DEFORMATION	United States of America	15065114	Mar 9, 2016	10229535	Mar 12, 2019	Deluxe Creative Services Inc.
DELIVERY OF HIGH-FIDELITY CONTENT	Canada	3031360	Jan 24, 2019			Deluxe Creative Services Inc.
DELIVERY OF HIGH-FIDELITY CONTENT	European Patent Office	191540335	Jan 28, 2019			Deluxe Creative Services Inc.
DELIVERY OF HIGH-FIDELITY CONTENT	United States of America	15884015	Jan 30, 2018			Deluxe Creative Services Inc.
COGNITIVE INDEXING OF IMAGES IN DIGITAL VIDEO CONTENT	Canada	3031366	Jan 24, 2019			Deluxe Creative Services Inc.
COGNITIVE INDEXING OF IMAGES IN DIGITAL VIDEO CONTENT	European Patent Office	191540509	Jan 28, 2019			Deluxe Creative Services Inc.
COGNITIVE INDEXING OF IMAGES IN DIGITAL VIDEO CONTENT	United States of America	15884145	Jan 30, 2018			Deluxe Creative Services Inc.

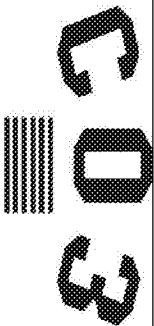
TITLE	COUNTRY	APP. NO.	FILING DATE	PAT. NO.	ISSUE DATE	OWNER
DIGITAL VIDEO CONTENT						
CONFORMANCE OF MEDIA CONTENT TO ORIGINAL CAMERA SOURCE USING OPTICAL CHARACTER RECOGNITION	Canada	3039239	Apr 5, 2019			Deluxe Creative Services Inc.
CONFORMANCE OF MEDIA CONTENT TO ORIGINAL CAMERA SOURCE USING OPTICAL CHARACTER RECOGNITION	European Patent Office	191676253	Apr 5, 2019			Deluxe Creative Services Inc.
CONFORMANCE OF MEDIA CONTENT TO ORIGINAL CAMERA SOURCE USING OPTICAL	United States of America	16376580	Apr 5, 2019			Deluxe Creative Services Inc.

TITLE	COUNTRY	APP. NO.	FILING DATE	PAT. NO.	ISSUE DATE	OWNER
CHARACTER RECOGNITION						
DIGITAL MODEL CALIBRATION USING SIDE BUMPER IN AN AUGMENTED REALITY SYSTEM	United States of America	16664502	Oct 25, 2019			Deluxe Creative Services Inc.
DIGITAL MODEL CALIBRATION USING VIRTUAL GATE IN AN AUGMENTED REALITY SYSTEM	United States of America	16664205	Oct 25, 2019			Deluxe Creative Services Inc.
DIGITAL PLACEMENT IN AN AUGMENTED REALITY SYSTEM	United States of America	16664043	Oct 25, 2019			Deluxe Creative Services Inc.



TITLE	COUNTRY	APP. NO.	FILING DATE	PAT. NO.	ISSUE DATE	OWNER
CAMERA PATH EXTRACTION IN AUGMENTED REALITY GENERATION	United States of America	16663736	Oct 25, 2019			Deluxe Creative Services Inc.
HORIZONTAL PLANE ALIGNMENT IN AN AUGMENTED REALITY SYSTEM	United States of America	16663657	Oct 25, 2019			Deluxe Creative Services Inc.


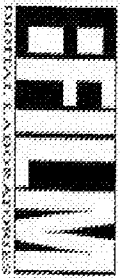
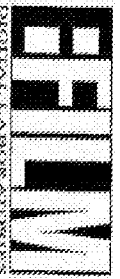
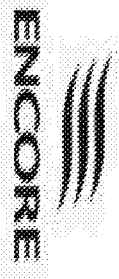
SCHEDULE II

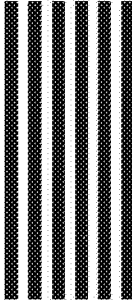
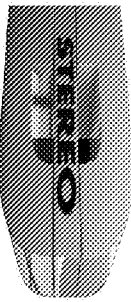
Owner	Mark	Country	Application No. Filing Date	Reg. No. Reg. Date
Deluxe Creative Services Inc.		United States of America	88/519,545 Jul 17, 2019	
Deluxe Media Creative Services Inc.		Australia	1359240 May 3, 2010	1359240 Jul 11, 2011
Deluxe Media Creative Services Inc.	CIS VISUAL EFFECTS	Australia	1359241 May 3, 2010	1359241 Dec 17, 2010
Deluxe Creative Services Inc.	CO3	European Union	014916076 Dec 15, 2015	014916076 Apr 20, 2016
Deluxe Creative Services Inc.	CO3	United States of America	78/758,728 Nov 21, 2005	3399692 Mar 18, 2008
Deluxe Creative Services Inc.		European Union	015075211 Feb 4, 2016	015075211 May 20, 2016
Deluxe Creative	CO3 & Design (6 bars)	United States of America	85/554,663	4260495

Owner	Mark	Country	Application No. Filing Date	Reg. No. Reg. Date
Services Inc.			Feb 28, 2012	Dec 18, 2012
Deluxe Creative Services Inc.	COLORSTREAM	Australia	1860133 Apr 10, 2017	1860133 Feb 22, 2018
Deluxe Creative Services Inc.	COLORSTREAM	Australia	1860134 Apr 10, 2017	1860134 Feb 22, 2018
Deluxe Creative Services Inc.	COLORSTREAM	Australia	1857078 Apr 10, 2017	1857078 Feb 22, 2018
Deluxe Creative Services Inc.	COLORSTREAM	Canada	1,832,140 Apr 11, 2017	TMAI,031,323 Jun 25, 2019
Deluxe Creative Services Inc.	COLORSTREAM	China	23608584 Apr 17, 2017	23608584 Apr 7, 2018
Deluxe Creative Services Inc.	COLORSTREAM	China	23608583 Apr 17, 2017	23608583 Apr 7, 2018
Deluxe Creative Services Inc.	COLORSTREAM	European Union	1356593 Apr 10, 2017	1356593 Dec 22, 2017
Deluxe Creative Services Inc.	COLORSTREAM	European Union	1356597 Apr 10, 2017	1356597 Dec 22, 2017
Deluxe Creative Services Inc.	COLORSTREAM	European Union	1354372 Apr 10, 2017	1354372 Dec 11, 2017
Deluxe Entertainment Services Group	COLORSTREAM	India	3532512 Apr 24, 2017	3532512 Jun 22, 2018

Owner	Mark	Country	Application No.	Reg. No.
Inc. [assignment pending]			Filing Date	Reg. Date
Deluxe Creative Services Inc.	COLORSTREAM	International Bureau (WIPO)	1356593 Apr 10, 2017	1356593 Apr 10, 2017
Deluxe Creative Services Inc.	COLORSTREAM	International Bureau (WIPO)	1356597 Apr 10, 2017	1356597 Apr 10, 2017
Deluxe Creative Services Inc.	COLORSTREAM	International Bureau (WIPO)	1354372 Apr 10, 2017	1354372 Apr 10, 2017
Deluxe Creative Services Inc.	COLORSTREAM	New Zealand	1071835 Apr 10, 2017	1071835 Nov 28, 2017
Deluxe Creative Services Inc.	COLORSTREAM	New Zealand	1071836 Apr 10, 2017	1071836 Nov 28, 2017
Deluxe Creative Services Inc.	COLORSTREAM	New Zealand	1070832 Apr 10, 2017	1070832 Oct 31, 2017
Deluxe Creative Services Inc.	COLORSTREAM	United Kingdom	1356593 Jul 20, 2017	1356593 Jan 9, 2018
Deluxe Creative Services Inc.	COLORSTREAM	United Kingdom	1356597 Apr 10, 2017	1356597 Oct 24, 2017
Deluxe Creative Services Inc.	COLORSTREAM	United Kingdom	1354372 Apr 10, 2017	1354372 Sep 27, 2017
Deluxe Creative Services Inc.	COLORSTREAM	United States of America	87/219,924 Oct 28, 2016	5217923 Jun 6, 2017
Deluxe Creative Services Inc.	COLORSTREAM	United States of America	77/294,346 Oct 2, 2007	3752731 Feb 23, 2010
Deluxe Creative Services Inc.	COLORSTREAM	United States of America	77/294,361 Oct 2, 2007	3755182 Mar 2, 2010
Deluxe Creative Services Inc.	COMPANY 3	United States of America	86/888,926	5184448

Owner	Mark	Country	Application No. Filing Date	Reg No. Reg. Date
Services Inc.			Jan 27, 2016	Apr 18, 2017
Deluxe Creative Services Inc.	COMPANY 3	United States of America	78/758,729 Nov 21, 2005	3403187 Mar 25, 2008
Deluxe Creative Services Inc.	EC3	United States of America	86/378,493 Aug 27, 2014	4726921 Apr 28, 2015
Deluxe Creative Services Inc.	EC3 & Design 	United States of America	86/378,530 Aug 27, 2014	4726923 Apr 28, 2015
Deluxe Creative Services Inc.	EDITPOOL	European Union	014944987 Dec 21, 2015	014944987 Oct 20, 2016
Deluxe Creative Services Inc.	EFILM	Australia	1200355 Sep 21, 2007	1200355 Sep 21, 2009
Deluxe Creative Services Inc.	EFILM	Canada	1,186,827 Aug 18, 2003	TMA707326 Feb 13, 2008
Deluxe Creative Services Inc.	EFILM	United Kingdom	2340890 Aug 15, 2003	2340890 Aug 3, 2007
Deluxe Creative Services Inc.	EFILM	United States of America	76/491,247 Feb 19, 2003	3190410 Jan 2, 2007
Deluxe Creative Services Inc.	EFILM & Design 	United States of America	74/260,829 Mar 30, 1992	2011274 Oct 29, 1996

Owner	Mark	Country	Application No. Filing Date	Reg. No. Reg. Date
Deluxe Creative Services Inc.		Australia	966565 Aug 18, 2003	966565 Jun 9, 2004
Deluxe Creative Services Inc.		Canada	1,186,828 Aug 18, 2003	TMA733001 Jan 22, 2009
Deluxe Creative Services Inc.		United Kingdom	2340891 Aug 15, 2003	2340891 Oct 1, 2004
Deluxe Creative Services Inc.	ENCORE	European Union	014840615 Nov 26, 2015	014840615 May 3, 2016
Deluxe Creative Services Inc.	ENCORE	United States of America	87/378,330 Mar 20, 2017	5306398 Oct 10, 2017
Deluxe Creative Services Inc.		United States of America	87/378,337 Mar 20, 2017	5306402 Oct 10, 2017

Owner	Mark	Country	Application No. Filing Date	Reg. No. Reg. Date
Deluxe Creative Services Inc.	METHOD	United States of America	75/627,640 Jan 26, 1999	2480453 Aug 21, 2001
Deluxe Creative Services Inc.	METHOD MADE	United States of America	88/206,862 Nov 27, 2018	6,038,079 Apr 21, 2020
Deluxe Creative Services Inc.	METHOD STUDIOS	European Union	014840581 Nov 26, 2015	014840581 Apr 15, 2016
Deluxe Creative Services Inc.	Miscellaneous Design (6 bars) 	United States of America	86/901,934 Feb 9, 2016	5154127 Mar 7, 2017
Deluxe Media Creative Services Inc.	MOBILABS	United States of America	85/594,870 Apr 11, 2012	4273492 Jan 8, 2013
Rushes Postproduction Limited	RUSHES	European Union To Be Abandoned	1570290 Mar 22, 2000	1570290 Aug 27, 2001
Rushes Postproduction Limited	RUSHES	European Union	014861983 Dec 2, 2015	014861983 May 20, 2016
Deluxe 3D LLC	STEREO D	United States of America	85/590,587 Apr 5, 2012	4297507 Mar 5, 2013
Deluxe 3D LLC	STEREO D & Design 	United States of America	85/590,591 Apr 5, 2012	4297508 Mar 5, 2013

Owner	Mark	Country	Application No. Filing Date	Reg. No. Reg. Date
Deluxe Entertainment Services Inc. <i>[assignment pending]</i>	SYNAPSE	Canada	1,859,153 Sep 25, 2017	TMAI 041,544 Jul 16, 2019
Deluxe Entertainment Services Group Inc. <i>[assignment pending]</i>	SYNAPSE	European Union	1373392 Sep 13, 2017	1373392 Apr 4, 2018
Deluxe Creative Services Inc.	SYNAPSE	International Bureau (WIPO)	1373392 Sep 13, 2017	1373392 Sep 13, 2017
Deluxe Entertainment Services Group Inc. <i>[assignment pending]</i>	SYNAPSE	United Kingdom	1373392 Sep 13, 2017	1373392 Apr 10, 2018
Deluxe Creative Services Inc.	SYNAPSE	United States of America	87/387,273 Mar 27, 2017	5482237 May 29, 2018