

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM610215

<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>
DG3 NORTH AMERICA, INC.		11/20/2020	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A.		
<b>Street Address:</b>	4 Penn Center, 1600 JFK Blvd, 11 FL		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19103		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5393976	DG3 DIVERSIFIED GLOBAL GRAPHICS GROUP	
<b>Registration Number:</b>	5393975	DG3	
<b>Registration Number:</b>	2990585	CLIENTNET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637806		
<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>	3128637198		
<b>Email:</b>	nancy.brougher@goldbergkohn.com		
<b>Correspondent Name:</b>	Nancy J. Brougher, Paralegal		
<b>Address Line 1:</b>	c/o Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 East Monroe, Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	2759.194		
<b>NAME OF SUBMITTER:</b>	Nancy Brougher		
<b>SIGNATURE:</b>	/njb/		
<b>DATE SIGNED:</b>	11/21/2020		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 20th day of November, 2020, by **DG3 NORTH AMERICA, INC.**, a New Jersey corporation ("Grantor"), in favor of **BANK OF AMERICA, N.A.**, as Lender ("Lender");

### WITNESSETH

WHEREAS, Grantor, Ryan Edwards Communications, LLC, a Delaware limited liability company ("Ryan"), DG3 Group America, Inc., a Delaware corporation ("Holdings") and Lender are parties to a certain Loan and Security Agreement dated as of November 20, 2020 (as the same has been or may be amended or otherwise modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lender;

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Lender, for its benefit, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement,

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Trademarks. The term "Trademarks" shall mean all of Grantor's trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent-to-use" Trademarks until such time as such Loan Party begins to use such Trademarks), including, without limitation, the trademarks, trade names, service marks, registrations and applications listed on Schedule 1 attached hereto and hereby made a part hereof, and all renewals and extensions of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

3. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender, for its benefit, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any renewals or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

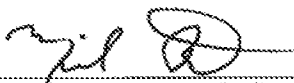
(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

4. Miscellaneous. **THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS).** Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Whenever in this Agreement reference is made to Lender or Grantor, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

*[Signature pages follow]*

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

DG3 NORTH AMERICA, INC.,

By:   
Name: Michael Roth  
Title: CFO

Agreed and Accepted  
As of the Date First Written Above

**BANK OF AMERICA, N.A.,**  
as Lender

By: W.M.J. Stewart  
Name: William J. Stewart  
Title: Senior Vice President

SCHEDULE 1

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE	OWNER
DG3 DIVERSIFIED GLOBAL GRAPHICS GROUP	87067667	Registered	5393976	02/06/18	DG3 North America, Inc.
DG3	87067582	Registered	5393975	02/06/18	DG3 North America, Inc.
CLIENTNET	78362660	Registered	2990585	08/30/05	DG3 North America, Inc.