

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM761295

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Resource Label Group LLC		10/14/2022	Limited Liability Company: DELAWARE
StickerGiant.com LLC		10/14/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	Eleven Madison Avenue, 9th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	97249617	INGENIOUS
Serial Number:	97440102	THE LABEL COMPANY
Serial Number:	85820229	STICKERGIANT
Serial Number:	87778162	STICKER GIANT
Serial Number:	88572115	EVERY STICKER HAS A STORY
Serial Number:	88590244	STICKERGIANT
Serial Number:	88590236	STICKER GIANT
Serial Number:	88626571	STICKERS ON THE MIC PODCAST
Serial Number:	97359174	PRINT COLORFULLY
Serial Number:	97359168	PRINT COLORFULLY

CORRESPONDENCE DATA

Fax Number: 2123548113

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.

Email: iprecordations@whitecase.com

Correspondent Name: Sydney Crute

CH \$265.00 97249617

Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 1111002-0313-S216

NAME OF SUBMITTER: Sydney Crute

SIGNATURE: /Sydney Crute/

DATE SIGNED: 10/14/2022

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of October 14, 2022, is made by (1) Resource Label Group LLC, a Delaware limited liability company and (2) StickerGiant.com LLC, a Delaware limited liability company (the “**Grantors**”), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as the Collateral Agent for the Secured Parties (together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, each Grantor is party to that certain Second Lien Security Agreement, dated as of July 8, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of each Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of each Grantor’s right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and, with respect to the foregoing, (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); *provided that* “Trademark Collateral” shall not include, and the Security Interest shall not attach to, any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that, after such period, such intent-to-use application shall be automatically subject to the Security Interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts.

(a) This Trademark Security Agreement may be executed in any number of 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 instrument. Any signature to this Trademark Security Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable Law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Trademark Security Agreement.

(b) Each party hereto represents and warrants to the other parties hereto that it has the corporate capacity and authority to execute this Trademark Security Agreement through electronic means and there are no restrictions for doing so in such party's constitutive documents.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein, and that the security interest granted hereunder to the Collateral Agent is in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

SECTION 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECTION 8. Collateral Agent. Credit Suisse AG, Cayman Islands Branch is acting under this Supplement solely in its capacity as Collateral Agent under the Credit Agreement and not in its individual capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges and

immunities granted to it under the Credit Agreement, as if such rights, privileges and immunities were set forth herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

RESOURCE LABEL GROUP, LLC,
a Delaware limited liability company
STICKERGIANT.COM LLC,
a Delaware limited liability company

By: W.Kent
Name: William Kent
Title: Chief Financial Officer

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

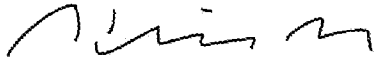
Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent



By:

Name: Mikhail Faybusovich
Title: Authorized Signatory



By:

Name: Heesu Sin
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (2L)]

TRADEMARK
REEL: 007868 FRAME: 0683

SCHEDULE A

Registered Trademarks and Applications:

Trademark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
INGENIOUS	US	Pending	App 97249617	App 02-FEB-2022			RESOURCE LABEL GROUP, LLC
THE LABEL COMPANY Logo	US	Pending	App 97440102	App 02-JUN-2022			RESOURCE LABEL GROUP, LLC
STICKERGIAN T	U.S.	Registered	App 85820229	App 10-JAN-2013	Reg 4410249	Reg 01-OCT-2013	StickerGiant.com Inc.
STICKER GIANT Logo	U.S.	Registered	App 87778162	App 31-JAN-2018	Reg 5569178	Reg 25-SEP-2018	StickerGiant.com Inc.
EVERY STICKER HAS A STORY	U.S.	Registered	App 88572115	App 08-AUG-2019	Reg 6156512	Reg 22-SEP-2020	StickerGiant.com Inc.
STICKERGIAN T	U.S.	Registered	App 88590244	App 23-AUG-2019	Reg 6007904	Reg 10-MAR-2020	StickerGiant.com Inc.
STICKER GIANT Logo	U.S.	Registered	App 88590236	App 23-AUG-2019	Reg 6078391	Reg 16-JUN-2020	StickerGiant.com Inc.
STICKERS ON THE MIC PODCAST	U.S.	Registered	App 88626571	App 23-SEP-2019	Reg 6078546	Reg 16-JUN-2020	StickerGiant.com Inc.
PRINT COLORFULL Y	U.S.	Pending	App 97359174	App 12-APR-2022			StickerGiant.com Inc.
PRINT COLORFULL Y	U.S.	Pending	App 97359168	App 12-APR-2022			StickerGiant.com Inc.