

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM769717

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JONDO, LTD.		11/21/2022	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association, as Administrative Agent		
<b>Street Address:</b>	800 Nicollet Mall Mail Code BC-MN0H04B		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	50422		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6839735	SHARE WHAT YOU LOVE	
<b>Registration Number:</b>	6646774	SHARE WHAT YOU LOVE	
<b>Registration Number:</b>	6084707	JONDO	
<b>Registration Number:</b>	4793301	FREE YOUR PHOTOS	
<b>Registration Number:</b>	4955697	YPOC	
<b>Registration Number:</b>	4753167	SNAPBOX	
<b>Registration Number:</b>	5073707	JONDO	
<b>Serial Number:</b>	97185181	JUANDO	
<b>Serial Number:</b>	97175443	LÉGÈRÉTE	
<b>Serial Number:</b>	97303958	PRINTOPRANTO	
<b>Serial Number:</b>	97303952	PRINTOPRANTO	
<b>Serial Number:</b>	97303948	PRINTOPRANTO	
<b>Serial Number:</b>	97303929	PRINTOPRANTO	
<b>Serial Number:</b>	97303920	PRINTOPRANTO	
<b>Serial Number:</b>	97303901	PRINTOPRANTO	
<b>Serial Number:</b>	88616650	GO	
<b>Serial Number:</b>	88616646	JONDO GO	
<b>Serial Number:</b>	88587585	JONDOWFLOW	
<b>Serial Number:</b>	88273209	SHARE WHAT YOU LOVE	

CH \$540.00 6839735

Property Type	Number	Word Mark
Serial Number:	88383981	JONDO NANO
Serial Number:	87143001	JONDO

**CORRESPONDENCE DATA**

**Fax Number:** 2025339099

*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:** 2024678800

**Email:** mcgoodwin@vorys.com

**Correspondent Name:** Vorys, Sater, Seymour and Pease LLP

**Address Line 1:** P.O. Box 2255 -- IPLaw@Vorys

**Address Line 2:** Attn: Laura T. Geyer

**Address Line 4:** Columbus, OHIO 43216

<b>NAME OF SUBMITTER:</b>	Michelle Goodwin
<b>SIGNATURE:</b>	/Michelle Goodwin/
<b>DATE SIGNED:</b>	11/23/2022

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of November 21, 2022 (the "Effective Date"), is entered into by JONDO, LTD., a California corporation (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 ("Purchaser"), Circle Graphics Holdings, Inc., a Delaware corporation ("Holdings"), Circle Graphics, Inc., a Delaware corporation ("Circle Graphics"), Picturoso LLC, a Delaware limited liability company ("Picturoso"), Bay Photo, LLC, a California limited liability company ("Bay Photo"), BLACK RIVER IMAGING, LLC, a Delaware limited liability company ("Black River"), Graphik Dimensions, LLC, a Delaware limited liability company ("Graphik"), CG Visual Solutions Corporation, a Delaware corporation ("OOH"), Jondo Global, LLC, a Delaware limited liability company ("Jondo Global"), the Grantor, Ecker Textiles, LLC, a Delaware limited liability company ("Ecker"), and Transfor Digital Media Marketing, LLC, a Delaware limited liability company ("Transfor"); as Borrowers, Circle Graphics Intermediate B Corporation, a Delaware corporation ("Intermediate B"), CG Visual Solutions Intermediate B Corporation, a Delaware corporation ("OOH Intermediate B"), WorkshopX, Inc., a Canadian corporation ("CanvasPop"), Sensaria Canada ULC, a British Columbia unlimited liability company ("Sensaria"), CanvasPop LLC, a Nevada limited liability company ("CPop Nevada"), Artfactory 11 Inc., a Delaware corporation ("Artfactory"), Art22 LLC, a Nevada limited liability company ("Art22"), HARVEST FINE ART, LTD., a California corporation ("Harvest"), and Your Photo on Canvas, LLC, a California limited liability company ("Your Photo"); as Guarantors, the other Credit Parties (as defined therein) 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 Tenth Amendment to Loan and Security Agreement dated as of the Effective Date by and among the Grantor, the other Borrowers party thereto, 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.

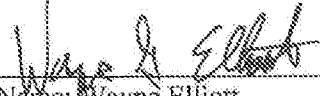
Very truly yours,  
JONDO, LTD., a California corporation,  
*as Grantor*

By:   
Name: Tom Spielberger  
Title: Chief Financial Officer

*[Signature Pages Continue]*

ACCEPTED AND AGREED  
as of the date first above written:

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


By:   
Name: Wayne Elliott  
Title: Vice President

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**



**Jondo, Ltd.**  
**(a California corporation)**

**U.S. Trademarks**

**Trademark Registrations**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
SHARE WHAT YOU LOVE	6839735	09/06/2022
SHARE WHAT YOU LOVE	6646774	01/15/2022
JONDO	6084707	06/23/2020
FREE YOUR PHOTOS	4793301	08/18/2015
YPOC	4955697	05/10/2016
	4753167	06/09/2015
JONDO	5073707	11/01/2016

**Trademark Applications**

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>
JUANDO	97185181	12/22/2021
LÉGÈRÉTE	97175443	12/16/2021
PRINTOPRONGO	97303958	03/09/2022
PRINTOPRONGO	97303952	03/09/2022
PRINTOPRONGO	97303948	03/09/2022
printoprongo	97303929	03/09/2022
printoprongo	97303920	03/09/2022
printoprongo	97303901	03/09/2022
	88616650	09/13/2019
JONDO GO	88616646	09/13/2019
JONDOFLOW	88587585	08/21/2019
SHARE WHAT YOU LOVE	88273209	01/23/2019
	88383981	04/12/2019
JONDO	87143001	08/18/2016