

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769716

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harvest Fine Art, Ltd.		11/21/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Administrative Agent		
Street Address:	800 Nicollet Mall Mail Code BC-MN0H04B		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	50422		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4827668	HFA	
Registration Number:	5195903	HARVEST FINE ART	
Registration Number:	4951784	HFA	
CORRESPONDENCE DATA			
Fax Number:	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>			
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		
NAME OF SUBMITTER:	Michelle Goodwin		
SIGNATURE:	/Michelle Goodwin/		
DATE SIGNED:	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 HARVEST FINE ART, 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"), JONDO, LTD., a California corporation ("Jondo"), 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"), the Grantor 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 Borrowers party thereto, the Grantor, the other 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.

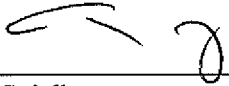
Section 3. Security Agreement

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,
HARVEST FINE ART, 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: Wayne S. Elliott
Name: Wayne Elliott
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Harvest Fine Art, Ltd.
(a California corporation)

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
HFA	4827668	10/06/2015
HARVEST FINE ART	5195903	05/02/2017
HFA	4951784	05/03/2016