

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM805555

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JAM PAPER & ENVELOPE COMPANY OF NEW YORK, LLC		11/22/2021	Limited Liability Company: NEW YORK
BIGNAME COMMERCE LLC		11/22/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	EAST WEST BANK		
Street Address:	135 N. Los Robles Ave.		
Internal Address:	7th Floor		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	77655318	JAM PAPER & ENVELOPE	
Serial Number:	85120920	JAM PAPER	
Serial Number:	87646483	JAM	
Serial Number:	87646487	JAM	
Serial Number:	87900639	POP FOLDERS	
Serial Number:	88521159	BETTER THAN BASIC	
Registration Number:	4764667	LUXPAPER	
Registration Number:	4755610	INVITATIONIST	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622200		
Email:	noreen.gosselin@kirkland.com		
Correspondent Name:	Noreen Gosselin		
Address Line 1:	Kirkland & Ellis LLP		

CH \$215.00 77655318

Address Line 2: 300 North LaSalle
Address Line 4: CHICAGO, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 23116-37

NAME OF SUBMITTER: NOREEN GOSSELIN

SIGNATURE: /NOREEN GOSSELIN/

DATE SIGNED: 04/24/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified and in effect from time to time, this “*Trademark Security Agreement*”) is made as of November 22, 2021, by and between **JAM PAPER & ENVELOPE COMPANY OF NEW YORK, LLC**, a New York limited liability company (“*Jam Paper*”), **BIGNAME COMMERCE LLC**, a Delaware limited liability company (“*Commerce*”, together with Jam Paper, collectively, the “*Grantors*”, and each, a “*Grantor*”), and **EAST WEST BANK**, as administrative agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns in such capacity, “*Administrative Agent*”).

W I T N E S S E T H:

WHEREAS, pursuant to (a) that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”) by and among Jam Paper, Commerce, other Borrower (as defined in the Credit Agreement), the other Obligated Parties (as defined in the Credit Agreement) from time to time party thereto, the lenders from time to time party thereto (collectively, “*Lenders*”, and each, individually, a “*Lender*”), Administrative Agent, L/C Issuer (as defined in the Credit Agreement), and **PATRIOT CAPITAL IV (A), L.P.**, a Delaware limited partnership, as documentation agent (in such capacity, “*Documentation Agent*”, and together with the Administrative Agent, the “*Agents*”), the Lenders agreed to extend credit to Borrower from time to time pursuant to the terms and conditions thereof, and (b) that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) by and among Jam Paper, Commerce, the other Grantors (as defined therein) from time to time party thereto, and Administrative Agent, whereby Jam Paper, Commerce and the other Grantors (as defined therein) agreed to grant a first priority (subject to Permitted Liens), continuing security interest in the Collateral (as defined therein) as set forth therein pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, the Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement and the value and consideration and benefit received and to be received by the Grantors, as a result of Lenders’ extension of credit to Borrower (as defined in the Credit Agreement) is a substantial and direct benefit to the Grantors.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a first priority (subject to Permitted Liens), continuing security interest in and to and lien on all of such Grantor’s right, title and interest in, to and under the following (to the extent that any of the

following do not constitute Excluded Property), whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of such Grantor’s United States trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, certification marks, collective marks, logos, and other source or business identifiers, all registrations and applications for any of the foregoing, including, but not limited to:

- (i) the U.S. registrations and applications referred to on **Schedule 1**;
- (ii) all extensions or renewals of any of the foregoing;
- (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing;
- (iv) the right to sue for past, present and future infringement, violation or dilution of any of the foregoing (including damages) or for any injury to goodwill; and
- (v) all Proceeds (as defined in the Security Agreement) of the foregoing, including any income, royalties, and awards and any claim by such Grantor against third parties for past, present, or future infringement of any Trademark or any Trademark licensed under any Trademark License (collectively, subparts (i), (ii), (iii), (iv) and (v) hereof, “**Trademarks**”).

3. **SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the first priority (subject to Permitted Liens), continuing security interest in the Trademark Collateral created hereby secure the payment and performance of all the Secured Obligations (as defined in the Security Agreement), whether now existing or arising hereafter and including the payment of amounts that would become due but for the operation of the automatic stay under *Section 362(a)* of the Bankruptcy Code or any similar provisions of other applicable Laws

4. **CREDIT AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Credit Agreement and the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent, at the direction of Required Lenders, with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **RECORDATION.** Each Grantor hereby authorizes the recording of the security interest and lien of Administrative Agent, for the benefit of the Secured Parties, on the Trademark Collateral with the United States Trademark and Patent Office.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. **CONSTRUCTION.** Unless the context of this Trademark Security Agreement or any Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any Loan Document refer to this Trademark Security Agreement or such Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

8. **SECTIONS 12.12 AND 12.18 OF THE CREDIT AGREEMENT. THE TERMS OF SECTIONS 12.12 AND 12.18 OF THE CREDIT AGREEMENT WITH RESPECT TO GOVERNING LAW, SUBMISSION TO JURISDICTION, VENUE, SERVICE OF PROCESS AND WAIVER OF JURY TRIAL ARE INCORPORATED HEREIN BY REFERENCE *MUTATIS MUTANDIS*, AND THE PARTIES HERETO AGREE TO SUCH TERMS.**

9. **LOAN DOCUMENT.** This Trademark Security Agreement is a Loan Document for all purposes under the Credit Agreement.

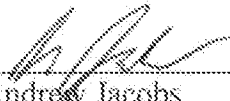
10. **FINAL AGREEMENT. THIS TRADEMARK SECURITY AGREEMENT REPRESENTS THE FINAL AGREEMENT WITH RESPECT TO GUARANTEED OBLIGATIONS BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

[Remainder of page intentionally left blank; signature page follows.]

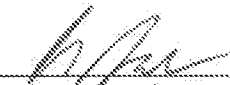
IN WITNESS WHEREOF, Each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

BIGNAME COMMERCE LLC,
a Delaware limited liability company

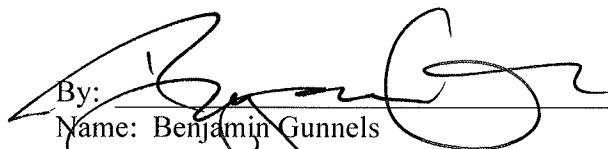
By: 
Name: Andrew Jacobs
Title: Chief Executive Officer

**JAM PAPER & ENVELOPE COMPANY OF
NEW YORK, LLC,** a New York limited liability
company

By: 
Name: Andrew Jacobs
Title: Chief Executive Officer

ACCEPTED AND
ACKNOWLEDGED BY:

EAST WEST BANK,
as Administrative Agent

By: 
Name: Benjamin Gunnels
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008050 FRAME: 0946

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

1. Trademarks

<u>Grantor</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Jam Paper & Envelope Company of New York, LLC	JAM PAPER & ENVELOPE	77/655,318	1/23/2009	8/4/2009
Jam Paper & Envelope Company of New York, LLC	JAM PAPER	85/120,920	9/1/2010	8/30/2011
Jam Paper & Envelope Company of New York, LLC	JAM	87/646,483	10/16/2017	8/14/2018
Jam Paper & Envelope Company of New York, LLC	JAM	87/646,487	10/16/2017	11/20/2018
Jam Paper & Envelope Company of New York, LLC	POP FOLDERS	87/900,639	4/30/2018	7/9/2019
Jam Paper & Envelope Company of New York, LLC	BETTER THAN BASIC	88/521,159	7/18/2019	6/2/2020
BigName Commerce LLC	LUXPAPER	4764667	11/27/2014	6/30/2015
BigName Commerce LLC	INVITATIONIST	4755610	10/27/2014	6/16/2015