

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI76987

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMK GROUP, LLC		03/01/2024	Limited Liability Company: DELAWARE
IRONMARK, LLC		03/01/2024	Limited Liability Company: DELAWARE
DJMC, LLC		03/01/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	IRONWOOD CAPITAL PARTNERS V LP		
Street Address:	45 NOD ROAD		
City:	Avon		
State/Country:	CONNECTICUT		
Postal Code:	06001		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4686017	I IRONMARK AN IMAGE COMPANY	
Registration Number:	4686016	IRONMARK	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	7036106100		
Email:	dctrademark@hoganlovells.com		
Correspondent Name:	Greta D. Feldman		
Address Line 1:	8350 Broad St. 17th Floor		
Address Line 4:	Tysons,, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	040796.000045		
NAME OF SUBMITTER:	MICHAEL BOWMAN		
SIGNATURE:	MICHAEL BOWMAN		
DATE SIGNED:	03/07/2024		

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Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), effective as of March 1, 2024, is entered into by and between IMK GROUP, LLC, a Delaware limited liability company, IRONMARK, LLC, a Delaware limited liability company, and DJMC, LLC, a Delaware limited liability company (individually and collectively, jointly and severally, the “Grantor”) and IRONWOOD CAPITAL PARTNERS V LP (the “Agent”). Capitalized terms used in this Agreement which are not defined herein shall have the meanings set forth in the Security Agreement (as defined below).

WHEREAS, Agent and Grantor are parties to that certain Senior Subordinated Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Agent a security interest in all of its Collateral, including, without limitation, all Intellectual Property (including, without limitation, the Intellectual Property described herein).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees as follows:

1. **Grant of Security Interest.** To secure all of Grantor’s Obligations to Agent, Grantor grants and pledges to Agent a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property, including, without limitation: (a) all trademarks and servicemarks, including, without limitation, those listed on Schedule A hereto, together with the goodwill connected with the use thereof and symbolized thereby, whether registered or not, and all applications to register and registrations of the same and like protections, but excluding the United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications, (b) all patents and patent applications, including, without limitation, those listed on Schedule B hereto and all like protections including, without limitation, all improvements, provisionals, divisionals, continuations, renewals, reissues, extensions and continuations-in-part of the same, (c) all copyrights, maskworks, software, computer programs and other works of authorship, whether registered or unregistered (including all works based on or derived from or incorporating) and including, without limitation, those registered copyrights listed on Schedule C hereto, and all extensions and renewals thereof, (d) all rights to recover for past or future infringement of any of the foregoing, (e) all domain name registrations, together with all goodwill of the business connected with or symbolized by the domain names, including, without limitation, those domain name registrations listed on Schedule D hereto, (f) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, (g) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing, (h) all proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable with respect to any of the foregoing; and (i) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world.

2. **Representations and Warranties.** Grantor represents and warrants that: (a) listed on Schedule A hereto are all trademark and service mark registrations and pending trademark and service mark applications owned by Grantor, (b) listed on Schedule B are all issued patents and patent applications owned by Grantor, (c) listed on Schedule C are all copyright applications, and copyright registrations owned by Grantor, and (d) listed on Schedule D are all domain name registrations owned by Grantor.

3. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any domain name registry or other government officials to record and register this Agreement upon request by Agent.

4. Note Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Collateral are as provided by the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tiff" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

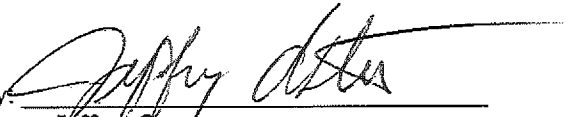
7. Governing Law. This Agreement and all acts, transactions disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Agent and Grantor shall be governed by, and construed in accordance with the internal laws of the State of New York without regard to conflict of laws principles (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law), provided that Agent shall retain all rights arising under federal law.

[signatures on next page]


IN WITNESS WHEREOF, intending to be legally bound, Grantor has caused this Agreement to be duly executed as of the date first above written.

GRANTOR:


IMK GROUP, LLC

By: 
Name: Jeffrey Ostenso
Title: Chief Executive Officer

IRONMARK, LLC

By: 
Name: Jeffrey Ostenso
Title: Chief Executive Officer

DJMC, LLC

By: 
Name: Jeffrey Ostenso
Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

AGENT:

IRONWOOD CAPITAL PARTNERS V LP

By: Ironwood Capital Management V LLC

Its: General Partner

By: 


Name: James Barra

Title: Managing Member

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008363 FRAME: 0278

SCHEDULE A

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Record Owner
I IRONMARK AN IMAGE COMPANY and Design 	86/257,577	April 21, 2014	U.S. 4,686,017	February 10, 2015	IRONMARK, LLC
IRONMARK	86/257,505	April 21, 2014	U.S. 4,686,016	February 10, 2015	IRONMARK, LLC