

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM480749

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IDENTITY GROUP HOLDINGS CORP.		07/03/2018	Corporation: DELAWARE
IDG, LLC		07/03/2018	Limited Liability Company: DELAWARE
REDI-TAG CORPORATION		07/03/2018	Corporation: CALIFORNIA
SCOTT SIGN SYSTEMS, INC.		07/03/2018	Corporation: FLORIDA
ADMART ATTRACTIONS, INC.		07/03/2018	Corporation: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	CIBC BANK USA
<b>Street Address:</b>	120 South LaSalle St, Suite 200
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	Chartered Bank: ILLINOIS

## PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	2803424	NEWON
Registration Number:	2228786	REDI-TAG
Registration Number:	2073864	HEADLINE
Registration Number:	2041582	U.S. STAMP & SIGN
Registration Number:	1891879	SP
Registration Number:	1892864	ALL-GEL
Registration Number:	1292831	STAMP-EVER
Registration Number:	1098769	REDI-TAG
Registration Number:	0765738	PORELON
Registration Number:	0690391	PORELON
Registration Number:	0597299	PERMA STAMP
Registration Number:	1934486	BRAILLDOTS
Registration Number:	2617033	REDI-TAG SEENOTES STICK 'EM SEE THRU 'EM

OP \$690.00 2803424

Property Type	Number	Word Mark
Registration Number:	1665064	SCOTT SIGN SYSTEMS, INC.
Registration Number:	1239472	TABBEE
Registration Number:	0769677	STICKEE
Registration Number:	2857747	ADMART
Registration Number:	2861387	ADGLO
Registration Number:	1375071	AD-MART
Registration Number:	4950578	TRUBOND
Registration Number:	4950574	REFLECTIONS
Registration Number:	4950556	FORMCRYL
Registration Number:	4950555	THINCRYL
Registration Number:	4950550	IMAGECRYL
Registration Number:	4950549	TOUGHCRYL
Registration Number:	4950546	CLEARCRYL
Registration Number:	4950535	COLORCRYL

**CORRESPONDENCE DATA**

**Fax Number:** 3128637806

*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:** 3128637198

**Email:** nancy.brougher@goldbergkohn.com

**Correspondent Name:** Nancy Brougher, Paralegal

**Address Line 1:** Goldberg Kohn Ltd.

**Address Line 2:** 55 East Monroe, Suite 3300

**Address Line 4:** Chicago, ILLINOIS 60603

**ATTORNEY DOCKET NUMBER:** 6613.070

**NAME OF SUBMITTER:** Nancy Brougher

**SIGNATURE:** /njb/

**DATE SIGNED:** 07/05/2018

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Security Agreement**") is made as of this 3rd day of July, 2018, by IDENTITY GROUP HOLDINGS CORP., a Delaware corporation ("**Holdings**"), IDG, LLC, a Delaware limited liability company ("**IDG**"), REDI-TAG CORPORATION, a California corporation ("**Redi-Tag**"), SCOTT SIGN SYSTEMS, INC., a Florida corporation ("**Scott**"), ADMART ATTRACTIONS, INC., a New York corporation ("**Admart**"), and together with Holdings, IDG, Redi-Tag and Scott, "**Grantors**" and each, a "**Grantor**", in favor of CIBC BANK USA (the "**Lender**")

### W I T N E S S E T H

WHEREAS, Grantors, certain Affiliates of Grantors and Lender are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the account of Grantors and certain of their Affiliates and (ii) for the grant by Grantors to Lender of a security interest in certain of Grantors' assets, including, without limitation, their trademarks and trademark applications;

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

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, each Grantor hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademark registrations and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of such Grantor's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Each Grantor warrants and represents to Lender that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) To the knowledge of such Grantor, Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens (other than Permitted Liens), charges and encumbrances, including without limitation, shop rights and covenants by Grantor not to sue third persons;

(iii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Grantor has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Except as otherwise set forth herein, each Grantor agrees that until the Obligations (other than contingent obligations for which no claim has been asserted) shall have been satisfied in full and the Financing Agreements shall have been terminated, Grantor shall not, except as permitted by the Loan Agreement, without the prior written consent of Lender, such consent not to be unreasonably withheld, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. Each Grantor represents and warrants that, based on a diligent investigation by such Grantor, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by such Grantor. If, before the Obligations (other than contingent obligations for which no claim has been asserted) shall have been satisfied in full or before the Financing Agreements have been terminated, any Grantor shall (i) become aware of any existing Trademarks of which Grantors have not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Grantors shall give to Lender prompt written notice thereof. Each Grantor hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Royalties; Term. The term of this Security Agreement shall extend until the payment in full of the Obligations (other than contingent obligations for which no claim has been asserted) and the termination of the Financing Agreements. Each Grantor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to such Grantor.

7. Product Quality. Each Grantor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by such Grantor under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of the Obligations (other than contingent obligations for which no claim has been asserted) and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by the Grantors. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by the Grantors and until paid shall constitute Obligations.

10. Duties of Grantors. Each Grantor shall have the duty (i) to file and prosecute diligently, as commercially reasonable, any trademark applications pending as of the date hereof or hereafter until the Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with this Section 10 shall be borne by the Grantors.

11. Lender's Right to Sue. After the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Grantors shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Grantors shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between any Grantor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Grantor hereby authorizes Lender upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as such Grantor's true and lawful attorney-in-fact, with power to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or

desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Each Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations (other than contingent obligations for which no claim has been asserted) shall have been paid in full and the Financing Agreements have been terminated. Each Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon each Grantor and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Each Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Grantors contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

21. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Security Agreement. Delivery of an executed counterpart of this Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Security Agreement. Any party delivering an executed counterpart of this Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Security Agreement.

*[signature pages follow]*

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

**GRANTORS:**

**IDENTITY GROUP HOLDINGS CORP.,**  
a Delaware corporation

By: \_\_\_\_\_

Name: Robert W. Tate  
Title: Chief Financial Officer

**REDI-TAG CORPORATION,**  
a California corporation

By: \_\_\_\_\_

Name: Robert W. Tate  
Title: Chief Financial Officer

**ADMART ATTRACTIONS, INC.,**  
a New York corporation

By: \_\_\_\_\_

Name: Robert W. Tate  
Title: Chief Financial Officer

**SCOTT SIGN SYSTEMS, INC.,**  
a Florida corporation

By: \_\_\_\_\_

Name: Robert W. Tate  
Title: Chief Financial Officer

**IDG, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: J. Randall Keene  
Title: Chief Financial Officer

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

**GRANTORS:**

**IDENTITY GROUP HOLDINGS CORP.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: Robert W. Tate  
Title: Chief Financial Officer

**REDI-TAG CORPORATION,**  
a California corporation

By: \_\_\_\_\_  
Name: Robert W. Tate  
Title: Chief Financial Officer

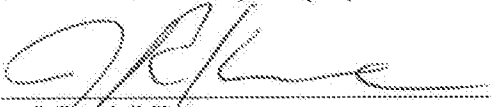
**ADMART ATTRACTIONS, INC.,**  
a New York corporation

By: \_\_\_\_\_  
Name: Robert W. Tate  
Title: Chief Financial Officer

**SCOTT SIGN SYSTEMS, INC.,**  
a Florida corporation

By: \_\_\_\_\_  
Name: Robert W. Tate  
Title: Chief Financial Officer

**IDG, LLC,**  
a Delaware limited liability company

By:  \_\_\_\_\_  
Name: J. Randall Keene  
Title: Chief Financial Officer




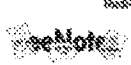
Agreed and Accepted  
As of the Date First Written Above

**CIBC BANK USA**

By Susan Jans  
Name Susan Lane  
Title Managing Director

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>Owner</u>	<u>U.S. Serial / Registration No.</u>	<u>Date Registered</u>
NEWON	IDG, LLC	2,803,424	01/06/2004
REDI-TAG	IDG, LLC	2,228,786	03/02/1999
HEADLINE	IDG, LLC	2,073,864	06/24/1997
U.S. STAMP & SIGN	IDG, LLC	2,041,582	03/04/1997
SP	IDG, LLC	1,891,879	05/02/1995
ALL-GEL	IDG, LLC	1,892,864	05/09/1995
STAMP-EVER	IDG, LLC	1,292,831	09/04/1984
REDI-TAG	IDG, LLC	1,098,769	08/08/1978
PORELON	IDG, LLC	0,765,738	03/03/1964
PORELON	IDG, LLC	0,690,391	12/29/1959
	IDG, LLC	0,597,299	10/26/1954
BRAILLDOTS	Scott Sign Systems, Inc.	1,934,486	11/07/1995
	Redi-Tag Corporation	2,617,033	09/10/02
SCOTT SIGN SYSTEMS, INC.	Scott Sign Systems, Inc.	1,665,064	11/19/1991
TABBEE	Scott Sign Systems, Inc.	1,239,472	05/24/1983
STICKEE	Scott Sign Systems, Inc.	0,769,677	05/12/1964
ADMART	Admart Attractions, Inc.	2,857,747	06/29/2004
ADGLO	Admart Attractions, Inc.	2,861,387	07/06/2004
AD-MART	Admart Attractions, Inc.	1,375,071	12/10/1985
TRUBOND	Identity Group Holdings Corporation	4,950,578	05/03/16
REFLECTIONS	Identity Group Holdings Corporation	4,950,574	05/03/16
FORMCRYL	Identity Group Holdings Corporation	4,950,556	05/03/16
THINCRYL	Identity Group Holdings Corporation	4,950,555	05/03/16
IMAGECRYL	Identity Group Holdings Corporation	4,950,550	05/03/16
TOUGHCRYL	Identity Group Holdings Corporation	4,950,549	05/03/16
CLEARCRYL	Identity Group Holdings Corporation	4,950,546	05/03/16
COLORCRYL	Identity Group Holdings Corporation	4,950,535	05/03/16

<u>Trademark Description</u>	<u>Country</u>	<u>Serial / Registration No.</u>	<u>Date Registered</u>
CLIK! (STYLIZED)	CANADA	TMA735042	02/24/2009
NEWON	CANADA	632323	02/08/2005
NEWON	MEXICO	997491	08/13/2007
PERMA-VIP	GERMANY	1041633	12/06/1982
PORELON	CANADA	TMA119059	08/05/1960
PORELON	UNITED KINGDOM	813097	11/09/1960
REDI-TAG	AUSTRALIA	B497096	05/31/1991
REDI-TAG	EUROPEAN UNION	000806992	09/15/1999
REDI-TAG	FRANCE	1493663	10/13/1988
REDI-TAG	GERMANY	1146403	10/13/1988
REDI-TAG	MEXICO	517040	02/20/1996

### TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
None		