

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593447

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deluxe Media Inc.		08/20/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Loan Admin Co LLC
Street Address:	2200 Atlantic street
Internal Address:	Suite 501
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06902
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	5891967	IDENTIFEYE
Registration Number:	5287963	SFERA
Registration Number:	5228225	SFERA
Registration Number:	5536283	DELUXE
Registration Number:	5398197	DELUXE
Registration Number:	5191704	FRAMESTAMP
Registration Number:	4590255	LEAPCLOUD
Registration Number:	4401734	DL3
Registration Number:	4401735	DL3
Registration Number:	3621458	COLOR BY DELUXE
Registration Number:	3621459	COLOR BY DELUXE
Registration Number:	3727048	COLOR BY DELUXE
Registration Number:	3500941	MEDIARECALL
Registration Number:	4340911	MEDIAVU
Registration Number:	3610895	DELUXE
Registration Number:	3678250	DELUXE
Registration Number:	3665490	DELUXE
Registration Number:	3618079	DELUXE

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Property Type	Number	Word Mark
Registration Number:	3801521	DELUXE
Registration Number:	3610896	DELUXE
Registration Number:	2902902	FCT
Registration Number:	2399113	DELUXE
Registration Number:	2399122	DELUXE
Registration Number:	2348324	DELUXE
Registration Number:	2312809	CHACE DIGITAL STEREO
Registration Number:	1951896	CINEMASCAN

CORRESPONDENCE DATA

Fax Number: 2123108007
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: 2123108000
Email: juan.arias@weil.com
Correspondent Name: Conor O'Muire
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	C.Omuiri -60627.0018
NAME OF SUBMITTER:	Conor O'Muire
SIGNATURE:	/Conor O'Muire/
DATE SIGNED:	08/21/2020

Total Attachments: 8
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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 20, 2020 (this “Security Interest”), is made by Deluxe Media Inc., a Delaware corporation (the “Grantor”), in favor of Loan Admin Co LLC, as Collateral Agent for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below), with principal offices at 2200 Atlantic Street, 5th Floor, Stamford, CT 06902 (the “Grantee”).

WHEREAS, the Grantor and Grantee have entered into those certain Credit Agreement, Security Agreement, and Pledge Agreement, each dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Documents”); and

WHEREAS, the Credit Documents require the Grantor to execute and deliver this Security Interest.

NOW, THEREFORE, in consideration of the premises in the Credit Documents and herein and in order to ensure compliance with the Credit Documents, the receipt and sufficiency of which are hereby acknowledged by the Grantor and Grantee, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the definitions given to them in the Credit Documents.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the prompt and complete payment and performance when due of all of its Obligations, the Grantor does hereby pledge and grant to the Grantee, in each case for the benefit of the Secured Creditors, a continuing security interest in all of the right, title and interest of the Grantor in, to and under all of the following, or in which or to which the Grantor has any rights, in each case whether now existing or hereafter from time to time acquired (the “Trademark Collateral”):

(i) all Trademarks and all licenses providing for the grant by or to the Grantor of any right under any Trademark, in each case, including, without limitation, those referred to on Schedule A hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, 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.

As used herein, “Trademarks” shall mean all right, title and interest in and to any trademarks, service marks and trade names now held or hereafter acquired by any Grantor,

including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by any Grantor, which are registered or filed in the United States Patent and Trademark Office, as well as any unregistered trademarks and service marks used by any Grantor, and any trade dress including logos, designs, fictitious business names and other business identifiers used by any Grantor; provided that in each case, "Trademarks" shall not include any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act 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 would impair the validity or enforceability, or result in the voiding, of such intent-to-use application or any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Credit Documents. The security interest granted pursuant to this Security Interest is granted in conjunction with the security interest granted to the Grantee pursuant to the Credit Documents, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Documents, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Security Interest and the Credit Documents, the terms of the Credit Documents shall control.

SECTION 5. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor remains liable for all duties and obligations arising under or with respect to the Trademark Collateral, and, subject to the exercise of any right or remedy by the Grantee and the Grantor further agrees that the Grantor shall have full and complete responsibility for any prosecution, defense or enforcement of, or any other action reasonably necessary in connection with, the rights of the Grantor with respect to all Trademark Collateral.

SECTION 6. Counterparts; Telecopied Signatures. This Security Interest and any waiver or amendment hereto may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement. This Security Interest may be executed and delivered by facsimile or electronic transmission all with the same force and effect as if the same was a fully executed and delivered original executed counterpart hereof.

SECTION 7. Governing Law. The validity, interpretation and enforcement of this Security Interest and any dispute arising out of or in connection with this Security Interest, whether sounding in contract, tort, equity or otherwise, shall be governed by the internal laws (as opposed to the conflicts of law provisions other than Section 5-1401 of the New York General Obligations Law) and decisions of the State of New York.

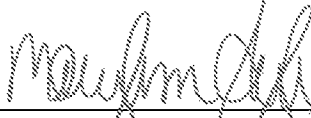

SECTION 8. Miscellaneous. This Security Interest shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of the Grantee, the future holders of the loans, and their respective permitted successors and assigns. The Grantee may, in accordance with

the terms and conditions of the Credit Documents, assign or otherwise transfer all or any portion of its rights and obligations under this Security Interest to any successor, and such successor shall thereupon become vested with all the benefits in respect hereof granted to the Grantee herein or otherwise, in each case as provided in the Credit Documents. The Grantor may not (other than in accordance with the terms and conditions of the Credit Documents) assign or transfer any rights or obligations hereunder without the prior written consent of the Grantee. No amendment of any provision of this Security Interest shall in any event be effective unless the same shall be in writing and signed by Grantor and the Grantee. No waiver of any provision of this Security Interest, or consent to any departure by any Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Grantee. Each such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. In case any provision in or obligation under this Security Interest shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

[Remainder of Page Intentionally Left Blank; Signatures Follow]


IN WITNESS WHEREOF, the undersigned has executed this Security Interest as of the date first written above.

DELUXE MEDIA INC.
as Grantor




By: 
Name: Mary Ann Sigler
Title: Vice President and Treasurer 



As Vice President and Treasurer of the above entity and, in such capacity, intending by this signature to legally bind each of the above entities


LOAN ADMIN CO LLC,
as Collateral Agent and Grantee

By: 
Name: Sean Chao
Title: Authorized Signatory

SCHEDULE A

Trademark	Registration Date	Registration Number	Owner Name
IDENTIFEYE	10/22/2019	5891967	DELUXE MEDIA INC.
SFERA	9/12/2017	5287963	DELUXE MEDIA INC.
SFERA	6/20/2017	5228225	DELUXE MEDIA INC.
DELUXE 	8/7/2018	5536283	DELUXE MEDIA INC.
DELUXE 	2/6/2018	5398197	DELUXE MEDIA INC.
FRAMESTAMP	4/25/2017	5191704	DELUXE MEDIA INC.
LEAPCLOUD	8/19/2014	4590255	DELUXE MEDIA INC.
DL3	9/10/2013	4401734	DELUXE MEDIA INC.
DL3 	9/10/2013	4401735	DELUXE MEDIA INC.
COLOR BY DELUXE	5/19/2009	3621458	DELUXE MEDIA INC.
COLOR BY DELUXE	5/19/2009	3621459	DELUXE MEDIA INC.

Trademark	Registration Date	Registration Number	Owner Name
COLOR BY DELUXE	12/22/2009	3727048	DELUXE MEDIA INC.
MEDIARECALL	9/16/2008	3500941	DELUXE MEDIA INC.
MEDIAVU	5/28/2013	4340911	DELUXE MEDIA INC.
DELUXE	4/28/2009	3610895	DELUXE MEDIA INC.
DELUXE	9/8/2009	3678250	DELUXE MEDIA INC.
DELUXE	8/11/2009	3665490	DELUXE MEDIA INC.
DELUXE	5/12/2009	3618079	DELUXE MEDIA INC.
DELUXE	6/15/2010	3801521	DELUXE MEDIA INC.
DELUXE	4/28/2009	3610896	DELUXE MEDIA INC.
FCT	11/16/2004	2902902	DELUXE MEDIA INC.
DELUXE 	10/31/2000	2399113	DELUXE MEDIA INC.
DELUXE 	10/31/2000	2399122	DELUXE MEDIA INC.

Trademark	Registration Date	Registration Number	Owner Name
DELUXE	5/9/2000	2348324	DELUXE MEDIA INC.
CHACE DIGITAL STEREO 	2/1/2000	2312809	DELUXE MEDIA INC.
CINEMASCAN	1/23/1996	1951896	DELUXE MEDIA INC.