

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM659672

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Circle Graphics, Inc.		07/12/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Administrative Agent		
Street Address:	1217 N. Catalina Avenue		
Internal Address:	Mail Code LM-CA-1975		
City:	Redondo Beach		
State/Country:	CALIFORNIA		
Postal Code:	90277		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5299157	IMAGEKIND	
Registration Number:	3337231	IMAGEKIND	
Serial Number:	90561105	YOUR PARTNER IN DIGITAL OUTDOOR	
Serial Number:	90561085	AD	
Serial Number:	90561064	ANTHEM	
Serial Number:	90561056	ANTHEM DISPLAYS	
Serial Number:	90477716	EAZL	
Serial Number:	90419661	ECO/AD	
Serial Number:	90815889	SENSARIA	
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:	kdhoover@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	Attn: Laura T. Geyer		
Address Line 2:	P.O. Box 2255 - IPLAW@VORYS		
Address Line 4:	Columbus, OHIO 43216		

CH \$240.00 5299157

ATTORNEY DOCKET NUMBER:	027656-000246
NAME OF SUBMITTER:	Kimberly Hoover
SIGNATURE:	/Kimberly Hoover/
DATE SIGNED:	07/13/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of July 12, 2021, is entered into by Circle Graphics, Inc., a Delaware 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 heretofore amended, as amended in connection herewith and as 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 ("Buyer"), Circle Graphics Holdings, Inc., a Delaware corporation ("Holdings"), Grantor, 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"), and CG Visual Solutions Corporation, a Delaware corporation ("OOH"); 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"), and Sensaria Canada ULC, a British Columbia unlimited liability company ("Sensaria"); 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 the Loan Agreement, 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.

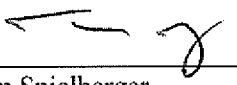
Section 3. Security Agreement

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,
CIRCLE GRAPHICS, INC., a Delaware corporation,
as Grantor

By:  _____
Name: Tom Spielberg
Title: Chief Financial Officer, Treasurer and Secretary

[Signature Pages Continue]

ACCEPTED AND AGREED
as of the date first above written:

U.S. BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: Wayne Elliott
Name: Wayne Elliott
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Circle Graphics, Inc.
(Delaware Corporation)

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
IMAGEKIND	5299157	10/03/2017
IMAGEKIND	3337231	11/13/2007

Trademark Applications

Mark	Appl. No.	Filing Date
YOUR PARTNER IN DIGITAL OUTDOOR	90561105	03/04/2021
No Text Elements	90561085	03/04/2021
ANTHEM	90561064	03/04/2021
ANTHEM DISPLAYS	90561056	03/04/2021
EAZL	90477716	01/20/2021
ECO/AD	90419661	12/28/2020
SENSARIA	90815889	07/07/2021