

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM759655

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AVALON COPY CENTERS OF AMERICA, LLC		10/06/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Woodforest National Bank		
Street Address:	25231 Grogans Mill		
Internal Address:	6th Floor		
City:	The Woodlands		
State/Country:	TEXAS		
Postal Code:	77380		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5553455	AVALON	
Registration Number:	5675059	AVALON	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	2147455612		
Email:	ngraham@winstead.com		
Correspondent Name:	Nancy Graham c/o WINSTEAD PC		
Address Line 1:	2728 N. Harwood Street		
Address Line 2:	Suite 500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	22510-59		
NAME OF SUBMITTER:	Nancy Graham		
SIGNATURE:	/Nancy Graham/		
DATE SIGNED:	10/07/2022		
Total Attachments: 6			
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October 6, 2022

TRADEMARK SECURITY AGREEMENT

WHEREAS, AVALON COPY CENTERS OF AMERICA, LLC, a Delaware limited liability company (“Grantor”), owns the Trademarks and trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of September 30, 2022 (as said Agreement may be amended and in effect from time to time, the “Security Agreement”; terms used herein but not defined herein shall have the meanings given to them in the Security Agreement or the Credit Agreement (as defined in the Security Agreement), as applicable), among Grantor, each other signatory party thereto, and Woodforest National Bank, as administrative agent for its benefit and the benefit of each of the other Secured Parties (“Administrative Agent”), Grantor has granted to Administrative Agent for its benefit and the benefit of the Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, trademark registrations, trademark applications and Trademark Licenses, together with the goodwill of the business symbolized by Grantor’s trademarks, and all proceeds thereof, but excluding any Excluded Property, to secure the payment of all Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

(1) (a) all trademarks, service marks, trade names, corporate names, company names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, (d) all rights to use and/or sell any of the foregoing, and (e) the portion of the business to which each trademark pertains (the “Trademarks”), each of which is set forth herein on Schedule 1 annexed hereto;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all accessions to, substitutions for and replacements, Proceeds, insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing.

provided, none of the Trademark Collateral shall include, and in no event shall any Lien hereunder attach to, any Excluded Property.

This security interest is granted in conjunction with the security interests granted to Administrative Agent for its benefit and the benefit of the Secured Parties pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Parties

with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Texas.

[Signatures On Following Page]

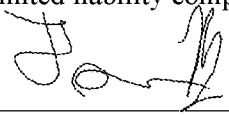
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the first date written above.

Acknowledged:

GRANTOR:

AVALON COPY CENTERS OF AMERICA, LLC,
a Delaware limited liability company

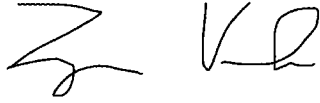
By:



Thomas B. Beauchamp
President and Treasurer

ADMINISTRATIVE AGENT:

WOODFOREST NATIONAL BANK

Handwritten signature of Ryan Voorhies in black ink.

By:

Ryan Voorhies
Senior Vice President

Schedule 1
to Trademark
Security Agreement

TRADEMARKS

(a) TRADEMARK REGISTRATIONS

Avalon Copy Centers of America LLC:

Avalon Copy Centers of America, Inc. Trademark Status Report May 18, 2022						
Trademark	File No.	Country	App. No.	Reg. No.	Reg. Date	Action Due
AVALON	3085436	United States of America	87/644,473	5,555,455	04-Sep-2015	04-Sep-2024 First Renewal: 04-Sep-2028
CLASS 35: Document reproduction services; Copying of documents; Direct mail advertising services; Records management services; namely, document indexing for clients; Document management services; namely, electronic document and records management services and electronic document indexing; Business management services; namely, managing office functions in the nature of copying, scanning, receptionist, messenger, file room services for others; Data management services; namely, electronic data collection; Electronic data collection services and providing data management services for others in the field of litigation case management						
CLASS 40: Duplication of CDs and DVDs; document binding services; printing services; namely, document printing, commercial printing, quick printing, screen printing; large format printing, sign printing, substrate printing, UV printing; large format printing and mounting						
CLASS 42: Digitization of documents and images; information technology consulting services; namely, consulting regarding litigation technology and electronic discovery; Conversion of VHS to DVD; Conversion of data or documents from physical form to electronic media; information technology consulting services in the field of cyber security as it relates to the protection of data and information from unauthorized access; Computer network security services and communications network security services in the nature of computer network and communications network security and providing services; computer testing for vulnerability; management and assessment; computer incident response; network incident response, and penetration testing; Computer forensic services; Computer forensic services in the nature of digital forensic services; Providing on-line non-downloadable computer software for architects and professionals for use in bid management; Software as a service (SaaS); services featuring software for bid management in the field of construction projects						
CLASS 45: Litigation support services; Litigation support services; namely, conducting electronic legal discovery in the nature of reviewing e-mails and other electronically stored information that could be relevant evidence in a lawsuit; Consultation services in the field of accident reconstruction; Accident investigations; namely, providing information and consulting services in the fields of motor vehicle accident reconstruction and accident liability						
CLASS 42: Software as a service (SaaS); services featuring software for security information and event management						
AVALON	3107855	United States of America	89/015,773	5,575,059	12-Feb-2019	12-Feb-2025 12-Feb-2029

(b) TRADEMARK APPLICATIONS

None.

TRADEMARK

REEL: 007872 FRAME: 0906