

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6210414

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
DELUXE MEDIA INC.	06/30/2020
SOFTITLER NET, INC.	06/30/2020
DELUXE LABORATORIES LLC	06/30/2020
DELUXE ONE LLC	06/30/2020

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	500 FIRST AVENUE
City:	PITTSBURG
State/Country:	PENNSYLVANIA
Postal Code:	15219

PROPERTY NUMBERS Total: 35

Property Type	Number
Patent Number:	9996891
Patent Number:	7818257
Patent Number:	RE45406
Patent Number:	RE46918
Patent Number:	5999248
Patent Number:	8700193
Patent Number:	8799395
Patent Number:	8532464
Patent Number:	8842970
Patent Number:	7930368
Patent Number:	8239497
Patent Number:	8060631
Patent Number:	8782262
Patent Number:	8880714
Patent Number:	8775647
Patent Number:	9788048
Patent Number:	8842967

PATENT

Property Type	Number
Patent Number:	8644675
Patent Number:	8671077
Patent Number:	8436918
Patent Number:	7908244
Patent Number:	9027063
Patent Number:	7921448
Patent Number:	7623661
Patent Number:	9979735
Patent Number:	8749618
Patent Number:	8532469
Patent Number:	9026446
Application Number:	10049704
Application Number:	13488291
Application Number:	16378187
Application Number:	16377860
Application Number:	16377920
Application Number:	16378539
Application Number:	16837876

CORRESPONDENCE DATA

Fax Number: (617)523-6850

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: 617-523-2700

Email: susan.dinicola@hklaw.com,kate.ferrara@hklaw.com

Correspondent Name: HOLLAND & KNIGHT LLP

Address Line 1: 10 ST. JAMES AVENUE

Address Line 4: BOSTON, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	057833.00160
NAME OF SUBMITTER:	SUSAN C. DINICOLA
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	07/21/2020

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of this 30th day of June, 2020, by DELUXE MEDIA INC., a Delaware corporation having an office at 2400 West Empire Avenue, Burbank, CA 91504 (“DMI”), SOFTITLER NET, INC., a California corporation having an office at 2400 West Empire Avenue, Burbank, CA 91504 (“Softitler”), DELUXE LABORATORIES LLC, a Delaware limited liability company having an office at 2400 West Empire Avenue, Burbank, CA 91504 (“Deluxe Laboratories”), and DELUXE ONE LLC, a Delaware limited liability company having an office at 2400 West Empire Avenue, Burbank, CA 91504 (“Deluxe One”, together with DMI, Softitler, and Deluxe Laboratories, collectively the “Grantors” and each a “Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION having an office at 500 First Avenue, Pittsburgh, PA 15219, a Pennsylvania National Banking Association in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement and Guaranty dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”) among Grantors, DLX ACQUISITION CORPORATION, a Delaware corporation, DELUXE UK HOLDINGS LIMITED, a limited company registered in England and Wales (together with each other Person party thereto as a borrower from time to time, collectively the “Borrowers” and each a “Borrower”), DLX INTERMEDIATE HOLDING II CORPORATION, a Delaware corporation (“Holdings”), the other Subsidiary Guarantors party thereto, the lenders from time to time party thereto (the “Lenders”), and PNC Bank, National Association, as agent for Lenders (“Agent”), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement, each Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, a continuing security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “IP Collateral”), with power of sale to the extent permitted by law:

(a) all of such Grantor’s copyrights and copyright applications and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto (collectively, “Copyrights”);

(b) all of such Grantor's patents, of any class or type, including utility patents, utility models, design patents, invention certificates, and patent applications (including provisional and nonprovisional applications), continuations, divisionals, continuations-in-part, continuing prosecution applications, and improvements for, or related to, any Patents, and registered with the United States Patent and Trademark Office, and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto (collectively, "Patents");

(c) all of such Grantor's trademarks, service marks, trade names, mask works, corporate names, company names, business names, fictitious business names, brands, trade dress, uniform resource locators, domain names, tag lines, designs, graphics, trade styles, logos and other source or business identifiers, and all goodwill associated with the foregoing, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office, or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto (collectively, "Trademarks"), other than any applications for any trademarks that have been filed with the United States Patent and Trademark Office on the basis of an "intent-to-use" with respect to such trademarks until an appropriate amendment to allege use or statement of use is filed in and accepted by the United States Patent and Trademark Office;

(d) all reexaminations, reissues, continuations, reversions or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by such Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Agent with respect to any such new registered IP Collateral. Without limiting any Grantor's obligations under this Section 5, each Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new registered

IP Collateral of such Grantor identified in such written notice provided by such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

6. GOVERNING LAW. Section 16.1 of the Credit Agreement is incorporated herein, mutatis mutandis.

7. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

8. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[signature page follows]

Each of the parties has signed this Agreement as of the day and year first above written.

DELUXE MEDIA INC.
SOFTITLER NET, INC.
DELUXE LABORATORIES LLC
DELUXE ONE LLC

By: 

Name: Mary Ann Sigler

Title: Vice President and Treasurer



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

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Copyrights and Copyright Applications

Copyright	Jurisdiction	Registration Number/ (Serial Number)	Registration Date/ (Application Date)	Grantor
Digital News 1.0	United States	TXu929218	12/9/1999	Deluxe Media Inc.
Media Taxi 2.0	United States	TXS505445	3/22/2002	Deluxe Media Inc.
Mediavu computer program	United States	TXu1035443	6/4/2002	Deluxe Media Inc.
Mediavu screen displays	United States	TXu1035406	6/4/2002	Deluxe Media Inc.

II. Patents and Patent Applications

Title	Jurisdiction	Patent Number/ (Application Number)	Registration Date/ (Application Date)	Grantor
SYSTEM AND METHOD FOR DIGITAL WATERMARKING	United States of America	9996891	Jun 12, 2018	Deluxe Media Inc.
PROGRAM ENCODING AND COUNTERFEIT TRACKING SYSTEM AND METHOD	United States of America	7818257	Oct 19, 2010	Deluxe Media Inc.
PROGRAM ENCODING AND COUNTERFEIT TRACKING SYSTEM AND METHOD	United States of America	RE45406	Mar 3, 2015	Deluxe Media Inc.


PROGRAM ENCODING AND COUNTERFEIT TRACKING SYSTEM AND METHOD	United States of America	RE46918	Jun 26, 2018	Deluxe Laboratories LLC
ELONGATED RECORD MEDIUM STORAGE AND TRANSPORT SYSTEM AND METHOD	United States of America	5999248	December 7, 1999	Deluxe Laboratories LLC
AUTOMATED AUDIO CONFORM	United States of America	8700193	Apr 15, 2014	Deluxe Media Inc.
METHODS AND SYSTEMS OF DYNAMICALLY MANAGING CONTENT FOR USE BY A MEDIA PLAYBACK DEVICE	United States of America	8799395	Aug 5, 2014	Deluxe Media Inc.
METHODS AND SYSTEMS OF DYNAMICALLY MANAGING CONTENT FOR USE BY A MEDIA PLAYBACK DEVICE	United States of America	10049704	Aug 14, 2018	Deluxe Media Inc.
METHODS AND SYSTEMS FOR USE IN CONTROLLING PLAYBACK OF CONTENT IN RELATION TO RECORDED CONTENT	United States of America	8532464	Sep 10, 2013	Deluxe Media Inc.
METHODS AND SYSTEMS FOR USE IN CONTROLLING PLAYBACK OF CONTENT IN RELATION TO RECORDED CONTENT	United States of America	8842970	Sep 23, 2014	Deluxe Media Inc.
METHODS AND SYSTEMS FOR USE IN CUSTOMIZING DISPLAYED CONTENT ASSOCIATED WITH A PORTABLE STORAGE MEDIUM	United States of America	7930368	Apr 19, 2011	Deluxe Media Inc.
METHODS AND SYSTEMS FOR USE IN CUSTOMIZING DISPLAYED CONTENT ASSOCIATED WITH A PORTABLE STORAGE MEDIUM	United States of America	8239497	Aug 7, 2012	Deluxe Media Inc.





METHODS AND SYSTEMS FOR USE IN CUSTOMIZING DISPLAYED CONTENT ASSOCIATED WITH A PORTABLE STORAGE MEDIUM	United States of America	13488291	Jun 4, 2012	Deluxe Media Inc.
METHOD AND SYSTEM FOR USE IN COORDINATING MULTIMEDIA DEVICES	United States of America	8060631	Nov 15, 2011	Deluxe Media Inc.
METHOD AND SYSTEM FOR USE IN COORDINATING MULTIMEDIA DEVICES	United States of America	8782262	Jul 15, 2014	Deluxe Media Inc.
METHOD AND SYSTEM FOR USE IN COORDINATING MULTIMEDIA DEVICES	United States of America	8880714	Nov 4, 2014	Deluxe Media Inc.
METHOD AND SYSTEM FOR USE IN COORDINATING MULTIMEDIA DEVICES	United States of America	8775647	Jul 8, 2014	Deluxe Media Inc.
METHOD AND SYSTEM FOR USE IN COORDINATING MULTIMEDIA DEVICES	United States of America	9788048	Oct 10, 2017	Deluxe Media Inc.
METHODS AND SYSTEMS FOR USE IN PROVIDING PLAYBACK OF VARIABLE LENGTH CONTENT IN A FIXED LENGTH FRAMEWORK	United States of America	8842967	Sep 23, 2014	Deluxe Media Inc.
METHODS AND SYSTEMS FOR USE IN PROVIDING PLAYBACK OF VARIABLE LENGTH CONTENT IN A FIXED LENGTH FRAMEWORK	United States of America	8644675	Feb 4, 2014	Deluxe Media Inc.
METHODS, SYSTEMS AND APPARATUS FOR USE IN UPDATING A PORTABLE STORAGE MEDIUM	United States of America	8671077	Mar 11, 2014	Deluxe Media Inc.

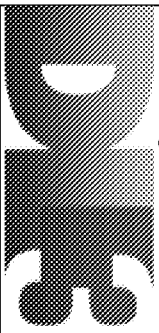

SYSTEMS, APPARATUS AND METHODS FOR SUBTITLING FOR STEREOSCOPIC CONTENT	United States of America	8436918	May 7, 2013	Deluxe Media Inc.
LOCALIZED MEDIA CONTENT MANAGEMENT	United States of America	7908244	Mar 15, 2011	Deluxe One LLC
VIDEO-ON-DEMAND (VOD) MANAGEMENT SYSTEM AND METHODS	United States of America	9027063	May 5, 2015	Deluxe One LLC
MULTICAST MEDIA DISTRIBUTION SYSTEM	United States of America	7921448	Apr 5, 2011	Deluxe One LLC
MOTION PICTURE ENCODING AND COUNTERFEIT TRACKING SYSTEM AND METHOD	United States of America	7623661	Nov 24, 2009	Deluxe Media Inc.
Devices, Methods and Systems for Secure Data Transfers	United States of America	9979735	May 22, 2018	Deluxe Media Inc.
Distributed Three-Dimensional Video Conversion System	United States of America	8749618	Jun 10, 2014	Sofititer Net, Inc.
Distributed Digital Video Processing System	United States of America	8532469	Sep 10, 2013	Sofititer Net, Inc.
System for Generating Captions for Live Video Broadcasts	United States of America	9026446	May 5, 2015	Sofititer Net, Inc.

Dynamic Watermarking of Digital Media Content at Point of Transmission	United States of America	16378187	Apr 8, 2019	Deluxe One LLC
Comparing Frame Data to Generate a Textless Version of a Multimedia Production	United States of America	16377860	Apr 8, 2019	Deluxe One LLC
Alignment of Alternate Dialogue Audio Track to Frames in a Multimedia Production Using Background Audio Matching	United States of America	16377920	Apr 8, 2019	Deluxe One LLC
Indexing Media Content Library Using Audio Track Fingerprinting	United States of America	16378539	Apr 8, 2019	Deluxe One LLC
Method for Providing Visualization of Progress During Media Search	United States of America	16837876	Apr 1, 2020	Deluxe One LLC

III. Trademarks and Trademark Applications

Mark	Jurisdiction	Registration Number/ (Application Number)	Registration Date/ (Application Date)	Grantor
CHACE DIGITAL STEREO (Stylized)	United States	2312809	2/1/2000	Deluxe Media Inc.
				
CINEMASCAN	United States	1951896	1/23/1996	Deluxe Media Inc.
COLOR BY DELUXE	United States	3621458	5/19/2009	Deluxe Media Inc.
COLOR BY DELUXE	United States	3621459	5/19/2009	Deluxe Media Inc.
COLOR BY DELUXE	United States	3727048	12/22/2009	Deluxe Media Inc.
DELUXE	United States	3610895	4/28/2009	Deluxe Media Inc.

Mark	Jurisdiction	Registration Number/ (Application Number)	Registration Date/ (Application Date)	Grantor
DELUXE	United States	3678250	9/8/2009	Deluxe Media Inc.
DELUXE	United States	2348324	5/9/2000	Deluxe Media Inc.
DELUXE	United States	3665490	8/11/2009	Deluxe Media Inc.
DELUXE	United States	3618079	5/12/2009	Deluxe Media Inc.
DELUXE	United States	3801521	6/15/2010	Deluxe Media Inc.
DELUXE	United States	3610896	4/28/2009	Deluxe Media Inc.
DELUXE & Design	United States	2399113	10/31/2000	Deluxe Media Inc.
 DELUXE & Design (lined for the color red)	United States	2399122	10/31/2000	Deluxe Media Inc.
 DELUXE & Design (new)	United States	5536283	8/7/2018	Deluxe Media Inc.
 DELUXE & Design (new)	United States	5398197	2/6/2016	Deluxe Media Inc.
 DELUXE & Design (new)	United States	4401734	9/10/2013	Deluxe Media Inc.

Mark	Jurisdiction	Registration Number/ (Application Number)	Registration Date/ (Application Date)	Grantor
DL3 & Design 	United States	4401735	9/10/2013	Deluxe Media Inc.
FCT 	United States	2902902	11/16/2004	Deluxe Media Inc.
FRAMESTAMP	United States	5191704	4/25/2017	Deluxe Media Inc.
IDENTIFEEYE	United States	5,891,967	10/22/2019	Deluxe Media Inc.
LEAPCLOUD	United States	4590255	8/19/2014	Deluxe Media Inc.
MEDIARECALL	United States	3500941	9/16/2008	Deluxe Media Inc.
MEDIAVU	United States	4340911	5/28/2013	Deluxe Media Inc.
SPERA	United States	5287963	9/12/2017	Deluxe Media Inc.
SFERA	United States	5228225	6/20/2017	Deluxe Media Inc.
SOFTTILER	United States	2165430	6/16/1998	Sofitler Net, Inc.