

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6762085

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CG VISUAL SOLUTIONS CORPORATION	06/10/2021
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
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8695251
CORRESPONDENCE DATA	
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<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>	
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ATTORNEY DOCKET NUMBER:	027656-000246
NAME OF SUBMITTER:	KIMBERLY HOOVER
SIGNATURE:	/Kimberly Hoover/
DATE SIGNED:	06/15/2021
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this "Agreement"), dated as of June 10, 2021, is entered into by CG Visual Solutions Corporation, 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 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"), Circle Graphics, Inc., a Delaware corporation ("Company"), 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 the Grantor, as Borrowers, Circle Graphics Intermediate B Corporation, a Delaware corporation ("Intermediate B"), as a Guarantor, CG Visual Solutions Intermediate B Corporation, a Delaware corporation ("OOH Intermediate B"), as a Guarantor, the other Credit Parties (as defined therein) from time to time 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 that certain Joinder and Sixth Amendment to Loan and Security Agreement dated as of May 3, 2021 by and among the Borrowers party thereto, the Grantor, the Guarantors party thereto, Administrative Agent, the LC Issuer and the Lenders party thereto, the Grantor is required to execute and deliver this Patent 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 Patent 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 "Patent Collateral"):

1. all U.S. issued Patents and U.S. Patent 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 Patent 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.

Section 3. Security Agreement

The security interest granted pursuant to this Patent 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

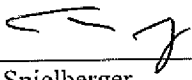
interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,
CG VISUAL SOLUTIONS CORPORATION, a Delaware
corporation,
as the Grantor

By:


Name: Tom Spielberger

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 G. Elliott

Name: Wayne G. Elliott

Title: Vice President

SCHEDULE I

TO

PATENT SECURITY AGREEMENT

CG Visual Solutions Corporation
(Delaware corporation)

U.S. Patents

Issued Patents

Title	Patent No.	Issue Date
BULLETIN WITH PERIPHERAL STRENGTHENING, BILLBOARD ASSEMBLY UTILIZING SAME AND METHOD OF FORMING BULLETIN AND MOUNTING TO BILLBOARD STRUCTURE	8695251	04/15/2014