PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7293687

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
SANDY ALEXANDER, INC.	04/21/2022

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION	
Street Address:	500 1ST AVE	
Internal Address:	COMMERCIAL LOAN SERVICE CENTER/DCC	
City:	PITTSBURGH	
State/Country:	PENNSYLVANIA	
Postal Code:	15219	

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	9415624

CORRESPONDENCE DATA

Fax Number:

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.

Email: kareem.ansley@blankrome.com

Correspondent Name: KAREEM ANSLEY
Address Line 1: BLANK ROME LLP
Address Line 2: 717 TEXAS AVENUE

Address Line 4: HOUSTON, TEXAS 77002

NAME OF SUBMITTER:	KAREEM ANSLEY	
SIGNATURE:	/KAREEM ANSLEY/	
DATE SIGNED:	04/22/2022	

Total Attachments: 5

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507246767 PATENT REEL: 059679 FRAME: 0751

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "<u>Agreement</u>") made as of this 21st day of April, 2022 by SANDY ALEXANDER, INC., a Delaware corporation ("<u>Grantor</u>"), in favor of PNC BANK, NATIONAL ASSOCIATION ("<u>PNC</u>"), in its capacity as agent for the Lenders ("<u>Agent</u>").

WITNESSETH

WHEREAS, Grantor, MC Graphics LLC, a Delaware limited liability company ("MC Graphics LLC"), TBC Color Imaging, LLC, a Delaware limited liability company ("TBC LLC"), Shindo International, Inc., a New York corporation ("Shindo"), Sandy Wide LLC, a Delaware limited liability company ("Sandy Wide"), Designers' Press LLC, a Florida limited liability company ("Designers' Press"), Sandy West LLC, a California limited liability company ("Sandy West", and together with Grantor, MC Graphics LLC, TBC LLC, Shindo, Sandy Wide and Designers' Press, collectively, the "Borrowers" and each a "Borrower"), have entered into that certain Amended and Restated Revolving Credit and Security Agreement dated as of April 21,2022 with the financial institutions which are now or which thereafter become a party thereto (collectively, the "Lenders" and each individually a "Lender") and Agent (as amended, restated, supplemented, or replaced from time to time, the "Credit Agreement"), providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, as security for the Obligations under the Credit Agreement, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights and patents, together with the goodwill of the business symbolized by Grantor's trademarks, copyrights and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement;

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

- 1. <u>Incorporation of Credit Agreement</u>. The Credit Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Credit Agreement.
- 2. <u>Grant and Reaffirmation of Grant of Security Interests</u>. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Agent, for the benefit of itself and Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:
 - (i) each trademark, trademark application, copyright, copyright application, patent and patent application listed on <u>Schedule 1</u> annexed hereto (such trademarks and trademark applications, the "<u>Trademarks</u>", such copyrights and copyright applications, the "<u>Copyrights</u>" and such patents and patent applications, the "<u>Patents</u>"), together with

PATENT REEL: 059679 FRAME: 0752 any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

- (ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) in fringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark.
- 3. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.
- 4. <u>Governing Law</u>. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
- 5. <u>Termination</u>. This Agreement and the Liens and security interests granted hereunder shall automatically terminate upon a termination of the Credit Agreement pursuant to and in accordance with Article 13 thereof.

[Signatures to appear on following page]

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SANDY ALEXANDER, INC.

By:
Name: Anthony Chirikos
Title: Vice President

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION, as Agent

By:

Name: Title:

REEL: 059679 FRAME: 0754

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SANDY ALEXANDER, INC.

By:	
Name	
Title:	

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,

as Agent

By:

Name: Allison R Korab Title: Vice President

[Signature Page to IP Security Agreement]

SCHEDULE 1

Patents

Owner	Patents	Patent Number	Date
Sandy Alexander,	Moving Step Article	US 9,415,624 B1	8/16/2016
Inc.	and Method		
Sandy Alexander,	Pivoting Pop up	Pending	7/15/2021
Inc	Article and Method		

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RECORDED: 04/22/2022

PATENT REEL: 059679 FRAME: 0756