

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7525677

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SMARTSIGN LLC	09/07/2022
INSITE SOLUTIONS, LLC	09/07/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CHURCHILL AGENCY SERVICES LLC
<b>Street Address:</b>	430 PARK AVENUE
<b>Internal Address:</b>	14TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>PROPERTY NUMBERS Total: 10</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	D907116
Patent Number:	10290238
Application Number:	17428157
Patent Number:	11373561
Patent Number:	10283022
Patent Number:	8557379
Patent Number:	7361403
Patent Number:	7150581
Patent Number:	10214664
Patent Number:	8883290
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	714.668.6200
<b>Email:</b>	johnkline@paulhastings.com
<b>Correspondent Name:</b>	JOHN KLINE
<b>Address Line 1:</b>	695 TOWN CENTER DRIVE
<b>Address Line 2:</b>	SEVENTEENTH FLOOR

<b>Address Line 4:</b> COSTA MESA, CALIFORNIA 92626	
<b>NAME OF SUBMITTER:</b>	JOHN KLINE
<b>SIGNATURE:</b>	/s/ John Kline
<b>DATE SIGNED:</b>	09/07/2022
<b>Total Attachments: 5</b> source=Project Dakota - Patent Security Agreement [Executed](165519592_1)#page1.tif source=Project Dakota - Patent Security Agreement [Executed](165519592_1)#page2.tif source=Project Dakota - Patent Security Agreement [Executed](165519592_1)#page3.tif source=Project Dakota - Patent Security Agreement [Executed](165519592_1)#page4.tif source=Project Dakota - Patent Security Agreement [Executed](165519592_1)#page5.tif	

## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of September 7, 2022 is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of CHURCHILL AGENCY SERVICES LLC, as administrative agent (“Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

WHEREAS, SMARTSIGN INTERMEDIATE, LLC, a Delaware limited liability company (“Holdings”), SMARTSIGN FINANCE MERGER SUB, LLC, a Delaware limited liability company (the “Initial Borrower”), immediately following consummation of the Borrowing Merger on the Closing Date, XPRESSMYSELF.COM LLC, a New York limited liability company (“XpressMyself”), Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of September 7, 2022 (the “Closing Date”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title or interest in or to any and all of the Intellectual Property (other than Excluded Property) now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “IP Collateral”), including:

the issued and pending Patents (as defined in the Security Agreement) in the United States Patent and Trademark Office set forth in Schedule A hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party

under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

[Signature Pages Follow]

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

SMARTSIGN LLC,  
as a Grantor

By:   
Name: Max Smith  
Title: Chief Executive Officer

INSITE SOLUTIONS, LLC,  
as a Grantor

By:   
Name: Max Smith  
Title: Chief Executive Officer

[Signature Page to Patent Security Agreement]

CHURCHILL AGENCY SERVICES LLC,  
as Agent

By: Mark Tamburello  
Name: Mark Tamburello  
Title: Managing Director

SCHEDULE A

United States Patents and Patent Applications

<b>Title</b>	<b>Jurisdiction</b>	<b>Application No./Application Date</b>	<b>Patent No.</b>	<b>Status</b>	<b>Current Owner of Record</b>
A-FRAME AND A PANEL THEREFOR	USA	29/678869 1/31/2019	D907116	Issued	SmartSign LLC
SIGN CLIP FOR CHAIN LINK FENCE	USA	16/045,005 2018-07-25	10290238	Issued	SmartSign LLC
A-FRAME SIGN SUPPORT	USA	17/428157 2020-01-29	--	Published	SmartSign LLC
PERIMETER PROTECTIVE DEVICE FOR FLOOR SIGN	USA	17/191428 2021-03-03	11373561	Issued	Insite Solutions, LLC
MULTILAYER GRAPHIC ARTICLE	USA	14/053479 2013-10-14	10283022	Issued	Insite Solutions, LLC
MULTILAYER GRAPHIC ARTICLE	USA	11/977108 2007-10-22	8557379	Issued	Insite Solutions, LLC
MULTILAYER GRAPHIC SYSTEMS	USA	10/688583 2003-10-17	7361403	Issued	Insite Solutions, LLC
LANE MARKER MASKING SYSTEM	USA	10/535471 2005-05-17	7150581	Issued	Insite Solutions, LLC
FLOOR MARKING TAPE	USA	14/747905 2015-06-23	10214664	Issued	Insite Solutions, LLC
FLOOR MARKING TAPE	USA	11/911894 2007-10-18	8883290	Issued	Insite Solutions, LLC