

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456324

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Image Options		12/28/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	P.O. Box 6026, IL 1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4967178	IMAGE OPTIONS	
Registration Number:	4747799	IO	
Registration Number:	3457797	IMAGEOPTIONS	
Serial Number:	87661026	IMAGE OPTIONS	
Serial Number:	87661115	ENVISION	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3128637141		
Email:	kristen.lange@goldbergkohn.com		
Correspondent Name:	Kristen N. Lange, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 E. Monroe St., Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1075.284		
NAME OF SUBMITTER:	Kristen N. Lange		
SIGNATURE:	/kristenlange/		
DATE SIGNED:	12/29/2017		

OP \$140.00 4967178

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of December 28, 2017, is by IMAGE OPTIONS, a California corporation ("Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as lender ("Lender").

W I T N E S S E T H:

WHEREAS, pursuant to each of (i) the Amended and Restated Credit Agreement dated as of December 28, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Senior Line of Credit Agreement") by and among Grantor, splash!events, inc., a California corporation ("Splash") and Lender, (ii) the Line of Credit Note dated as of December 28, 2017 issued by Grantor in favor of Lender for the face principal amount of \$4,000,000 (as amended, restated, supplemented or otherwise modified from time to time, the "Senior Line of Credit Note"), (iii) the Loan and Security Agreement (Equipment) dated as of April 20, 2016 by and between Grantor and Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Senior Equipment Loan Agreement"), (iv) the Business Purpose Promissory Note dated April 20, 2016 issued by Grantor in favor of Lender for the face principal amount of \$2,900,000 (as amended, restated, supplemented or otherwise modified from time to time, the "Senior Equipment Note"), (v) the Loan and Security Agreement (Equipment) dated as of April 20, 2016 by and between Grantor and Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Interim Equipment Loan Agreement"), and (vi) the Interim Promissory Note dated April 20, 2016 issued by Grantor in favor of Lender for the face principal amount of \$2,225,000 (as amended, restated, supplemented or otherwise modified from time to time, the "Interim Equipment Note"; the Senior Line of Credit Agreement, the Senior Line of Credit Note, the Senior Equipment Loan Agreement, the Senior Equipment Note, the Interim Equipment Loan Agreement and the Interim Equipment Note are collectively hereinafter referred to as the "Senior Credit Agreements" and each as a "Senior Credit Agreement"), Lender has made certain loans and financial accommodations to Grantor, and has agreed to make certain additional loans and financial accommodations to Grantor, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Senior Credit Agreements, Grantor executed and delivered to Lender that certain Security Agreement dated as of even date herewith (as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, in connection with the Security Agreement, Grantor has agreed to execute and deliver to Lender this Trademark Security 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, 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 Security Agreement or Senior Line of Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired to secure all of the Obligations (collectively, the "Trademark Collateral");

(a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof (including, without limitation, all such property registered in the United States or any other country or any political subdivision thereof) (the "Trademarks") and all licenses providing for the grant by or to Grantor of any right under any of its Trademarks (the "Trademark Licenses"), including those registered Trademarks referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or any Trademark licensed under a Trademark License or (ii) injury to the goodwill associated with any such Trademark or any Trademark licensed under a Trademark License; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

3. PLEDGE AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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.

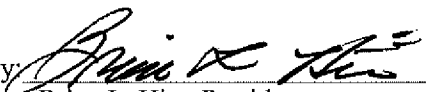
4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new Trademarks. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the continuing security interest of Lender in all the Trademark Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security 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. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

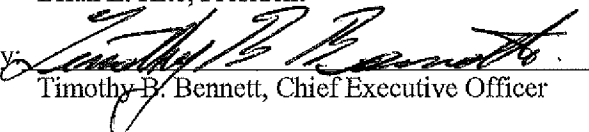
[signature page follows]

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

IMAGE OPTIONS,
a California corporation

By: 


Brian L. Hite, President

By: 

Timothy B. Bennett, Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.
as Lender

By: 
Name: DANIEL TANG
Title: Vice President

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

United States Trademarks

Name of Grantor	Country	Trademark	Registration Date	Registration Number
Image Options	USA	IMAGE OPTIONS	5/31/16	4967178
Image Options	USA	IO	6/2/15	4747799
Image Options	USA	IMAGEOPTIONS	7/1/08	3457797

United States Trademark Applications

Name of Grantor	Country	Trademark	Application Date	Application/Serial Number
Image Options	USA	IMAGE OPTIONS	10/26/17	87661026
Image Options	USA	ENVISION	10/26/17	87661115