ype AS

ETAS ID: TM513991

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FASTSIGNS International, Inc.		03/13/2019	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Ares Capital Corporation, as Collateral Agent
Street Address:	245 Park Avenue
Internal Address:	44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4366150	BRAND IMAGING GROUP
Registration Number:	4608672	BRAND IMAGING GROUP POWERED BY FASTSIGNS
Registration Number:	2815749	FASTPROMO WEARABLES & PROMOTIONAL ITEMS.
Registration Number:	2897178	FASTSIGNS
Serial Number:	87537856	FASTSIGNS
Registration Number:	2831455	FASTSIGNS
Registration Number:	4536076	FASTSIGNS
Registration Number:	2377803	FOR A QUALITY SIGN THAT'S RIGHT. ON TIME
Registration Number:	2775358	FROM CONCEPT TO COMPLETION
Registration Number:	4283896	MORE THAN FAST. MORE THAN SIGNS.
Registration Number:	2231429	QUALITY SIGNS. DONE RIGHT. ON TIME.
Registration Number:	2290834	SIGN & GRAPHIC SOLUTIONS MADE SIMPLE
Registration Number:	2543943	WWW.FASTSIGNS.COM
Serial Number:	87464479	WHEN DID YOU SEE THE SIGN?

CORRESPONDENCE DATA

Fax Number: 2129408776

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.

TRADEMARK
REEL: 006589 FRAME: 0294

900489349

Email: joanne.arnold@kattenlaw.com

Correspondent Name: Joanne BL Arnold

Address Line 1: Katten Muchin Rosenman LLP

Address Line 2: 575 Madison Avenue

Address Line 4: New York, NEW YORK 10022-2585

NAME OF SUBMITTER: Joanne BL Arnold

SIGNATURE: /Joanne BL Arnold/

DATE SIGNED: 03/13/2019

Total Attachments: 8

source=Trademark Agreement#page1.tif

source=Trademark Agreement#page2.tif

source=Trademark Agreement#page3.tif

source=Trademark Agreement#page4.tif

source=Trademark Agreement#page5.tif

source=Trademark Agreement#page6.tif

source=Trademark Agreement#page7.tif

source=Trademark Agreement#page8.tif

GRANT OF

SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), effective as of March 13, 2019 is made by the persons signatory hereto or hereafter made a party hereto (the "Grantors" and each a "Grantor"), in favor of Ares Capital Corporation, a Maryland corporation ("Ares"), as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 13, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among MORE THAN HOLDINGS, INC., a Delaware corporation, at any time prior to the consummation of the Closing Date Merger, as the Initial Borrower (the "Initial Borrower"), effective upon consummation of the Closing Date Merger, DISPLAY HOLDING COMPANY, INC., a Delaware corporation, as the Co-Borrower (the "Co-Borrower"), effective upon consummation of the Closing Date Merger, SALDON HOLDINGS, INC., a Delaware corporation, as the Administrative Borrower (the "Administrative Borrower"), FASTSIGNS HOLDINGS INC., a Delaware corporation, as Holdings ("Holdings"), effective upon consummation of the Closing Date Merger, FASTSIGNS HOLDING CORPORATION, a Georgia corporation, as a guarantor ("Intermediate Holdings"), the Restricted Subsidiaries of the Borrower signatory thereto as guarantors or hereafter designated as Guarantors pursuant to Section 9.10 therein, the lenders from time to time party thereto (each a "Lender" and, collectively, the "Lenders"), Ares, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the "Administrative Agent") and as Collateral Agent (together with the Administrative Agent, collectively, the "Agents" and each an "Agent"), the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of March 13, 2019, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Pledge Agreement");

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

138142806v3

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. <u>Definitions</u>. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the "Trademark Collateral"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any "intent-to-use" application for a trademark registration shall not be deemed Collateral or Trademark Collateral unless and until a "statement of use" or "amendment to allege use" is filed and accepted by the U.S. Patent and Trademark Office or any other filing is made or circumstances otherwise change so that the interests of the applicable Grantor in such trademarks is no longer on an "intent-to-use" basis, at which time such trademarks shall automatically be deemed "Trademark Collateral" hereunder.

SECTION 3. <u>Purpose</u>. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. <u>Acknowledgment</u>. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. <u>Termination</u>. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance in full of the Secured Obligations. Upon the termination of this Agreement, the Collateral Agent shall at Grantor's cost and expense execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 7. <u>GOVERNING LAW</u>. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

FASTSIGNS INTERNATIONAL, INC.,

a Texas corporation, as Grantor

By: Name:

Catherine Monson

Title: Chief Executive Officer and President

Ares Capital Corporation,

a Maryland corporation, as Collateral Agent

By:

Name: lan Filt grald
Title: Authorized Signatory

SCHEDULE A

U.S. Trademarks and Applications

Mark BRAND IMAGING GROUP	Jurisdiction USA	Serial No./ Filing Date 85466438 07-NOV-2011	Registration No.J Registration Date 4366150 09-1111-2013	Expiry 09-JUL-2023	Class 35 40 42	Si	Status egistered
BRAND IMAGING GROUP	USA	85466438 07-NOV-2011	4366150 09-JUL-2013	09-JUL-202	3		
BRAND IMAGING GROUP POWERED BY FASTSIGNS	USA	86138474 09-DEC-2013	4608672 23-SEP-2014	23-SEP-2024	2024	2024 35 40 42	
FASTPROMO WEARABLES & PROMOTIONAL ITEMS. Design	USA	78128649 14-MAY-2002	2815749 17-FEB-2004	17-FEB-2024	2024	2024 35	
FASTSIGNS	USA	78245907 05-MAY-2003	2897178 26-OCT-2004	26-OCT-2024	2024	2024 40	

FASTSIGNS International, Inc	Registered	35 40 41 42	29-JAN-2023	4283896 29-JAN-2013	85493783 13-DEC-2011	USA	MORE THAN FAST. MORE THAN SIGNS.
FASTSIGNS International, Inc.	Registered	40	21-OCT-2023	2775358 21-OCT-2003	76478090 24-DEC-2002	USA	FROM CONCEPT TO COMPLETION
FASTSIGNS International, Inc	Registered	42	15-AUG-2020	2377803 15-AUG-2000	75846048 10-NOV-1999	USA	FOR A QUALITY SIGN THAT'S RIGHT. ON TIME.
FASTSIGNS International, Inc.	Registered	16 40	27-MAY-2024	4536076 27-MAY-2014	85935007 17-MAY-2013	USA	FASTSIGNS Design
FASTSIGNS International, Inc.	Registered	40	13-APR-2024	2831455 13-APR-2004	76466645 14-NOV-2002	USA	FASTSIGNS Design
FASTSIGNS International, Inc.	Pending Intent to Use	6 37 40 41 42	I	!	87537856 21-JUL-2017	USA	FASTSIGNS Design
Current Owner of Record	Status	Class	Expiry	Registration No./ Registration Date	Serial No.J Filing Date	Jurisdiction	Mark

WWW.FASTSIGNS.C OM	WHEN DID YOU SEE THE SIGN?	SIGN & GRAPHIC SOLUTIONS MADE SIMPLE	QUALITY SIGNS. DONE RIGHT. ON TIME.	Mark
USA	USA	USA	USA	Jurisdiction
75916374 11-FEB-2000	87464479 25-MAY-2017	75387698 10-NOV-1997	75281474 25-APR-1997	Serial No./ Filing Date
2543943 05-MAR-2002	. †	2290834 09-NOV-1999	2231429 16-MAR-1999	Registration No./ Registration Date
05-MAR-2022	.1	09-NOV-2019	16-MAR-2019	Expiry
42	6 9 16 37 40 41 42	42	42	Class
Registered	Pending Intent to Use	Registered	Registered	Status
FASTSIGNS International, Inc.	FASTSIGNS International, Inc.	FASTSIGNS International, Inc.	FASTSIGNS International, Inc.	Current Owner of Record

TRADEMARK REEL: 006589 FRAME: 0303

RECORDED: 03/13/2019

 ω