

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524007

| | | | |
|---|---|----------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Diamond Comic Distributors, Inc. | | 05/16/2019 | Corporation: MARYLAND |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank, N.A. | | |
| Street Address: | 1 S. Clinton Ave., 7th Fl. Mail Code NY3-T091 | | |
| Internal Address: | Diamond Comic Account Representative | | |
| City: | Rochester | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 14604 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 11 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1608222 | COMIC DEFENSE SYSTEM | |
| Registration Number: | 1903549 | COMIC DEFENSE SYSTEM CD | |
| Registration Number: | 4133426 | COMICSHOPLOCATOR.COM | |
| Registration Number: | 4170965 | COMICSUITE | |
| Registration Number: | 4170967 | DIAMOND BOOK DISTRIBUTORS | |
| Registration Number: | 4170968 | DIAMOND COMIC DISTRIBUTORS | |
| Registration Number: | 4170971 | DIAMOND DAILY | |
| Registration Number: | 4170975 | DIAMOND GEM AWARDS | |
| Registration Number: | 4170977 | DIAMOND RETAILER SUMMIT | |
| Registration Number: | 4137250 | KIDSCOMICS.COM | |
| Registration Number: | 4175059 | TOY CHEST | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8883259172 | | |
| <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: | 617-239-0567 | | |
| Email: | carla.hines@lockelord.com | | |
| Correspondent Name: | Carla Hines | | |

CH \$290.00 1608222

Address Line 1: 111 Huntington Avenue
Address Line 2: Locke Lord LLP
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER: 1444099.00084

NAME OF SUBMITTER: Carla Hines

SIGNATURE: /s/ Carla Hines

DATE SIGNED: 05/17/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 16, 2019, is executed by DIAMOND COMIC DISTRIBUTORS, INC., a Maryland corporation (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as sole initial lender (the "Lender") under the below-referenced Credit Agreement.

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Credit Agreement, dated as of May 16, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor (in its capacity as the initial "Borrower" under the Credit Agreement, and together with the other Persons from time to time party to the Credit Agreement as additional "Borrowers", collectively, the "Borrowers" and each, individually, a "Borrower"), Comic Exporters, Inc., a Maryland corporation ("Exporters"), Comic Holdings, Inc., a Maryland corporation ("Holdings"), and Diamond Comic Distributors, an unlimited company organized under the laws of England and Wales ("DCDUK", and together with the Borrowers, Exporters, and Holdings, collectively, the "Loan Parties" and each a "Loan Party"), and the Lender, the Lender has agreed to extend credit and make certain financial accommodations to the Borrowers;

WHEREAS pursuant to the terms of that certain Security Agreement, dated as of May 16, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other Loan Parties from time to time party thereto, and the Lender, the Grantor has granted to the Lender a security interest and continuing lien on all of the Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising to secure the prompt and complete payment and performance of all Secured Obligations (as defined in the Credit Agreement) including the Secured Obligations of the Grantor under the Credit Agreement;

WHEREAS, the parties to the Credit Agreement contemplate and intend that the Lender shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under the Credit Agreement and the Security Agreement in connection with all of the Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms used herein have the meanings given to them in the Credit Agreement and/or the Security Agreement as applicable.

Section 2. Grant of Security Interest in Trademarks

The Grantor hereby grants to the Lender a security interest in and continuing lien on, all of the Grantor's right, title and interest in, to and under the Trademarks, including but not limited to the Trademarks listed in Schedule A attached hereto, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance of the Secured Obligations in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof), of all Secured Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the 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. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Recordation

The Grantor hereby authorizes and requests that the United States Patent and Trademark Office and any other applicable United States government authority record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.


This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

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

GRANTOR:


DIAMOND COMIC DISTRIBUTORS, INC., as
Grantor

By: 
Name: Larry H. Swanson
Title: Treasurer

Acknowledged and Agreed:

LENDER:

JPMORGAN CHASE BANK, N.A., as Lender

By: 
Name: Marie C. Duhamel
Title: Authorized Officer

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

UNITED STATES REGISTERED TRADEMARKS

| <u>Grantor</u> | <u>Trademark</u> | <u>Registration Date</u> | <u>Registration Number</u> |
|----------------------------|--|--------------------------|----------------------------|
| Diamond Distributors, Inc. | Comic Defense System | 07/31/90 | 1608222 |
| Diamond Distributors, Inc. | Comic Defense System & design | 07/04/95 | 1903549 |
| Diamond Distributors, Inc. | Comicsshoplocator.com (Word Mark) | 04/24/12 | 4133426 |
| Diamond Distributors, Inc. | ComicSuite (Word Mark) | 07/10/12 | 4170965 |
| Diamond Distributors, Inc. | Diamond Book Distributors (Word Mark) | 07/10/12 | 4170967 |
| Diamond Distributors, Inc. | Diamond Comic Distributors (Word Mark) | 07/10/12 | 4170968 |
| Diamond Distributors, Inc. | Diamond Daily (Word Mark) | 7/10/12 | 4170971 |
| Diamond Distributors, Inc. | Diamond GEM Awards (Word Mark) | 07/10/12 | 4170975 |
| Diamond Distributors, Inc. | Diamond Retailer Summit (Word Mark) | 07/10/12 | 4170977 |
| Diamond Distributors, Inc. | Kidscomics.com | 05/01/12 | 4137250 |
| Diamond Distributors, Inc. | Toy Chest | 07/17/12 | 4175059 |

UNITED STATES TRADEMARK APPLICATIONS

| <u>Grantor</u> | <u>Trademark</u> | <u>Application Date</u> | <u>Serial Number</u> |
|----------------|------------------|-------------------------|----------------------|
| None. | | | |