# CH \$490.00 523172

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM689432

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Southern Graphics Inc.		11/17/2021	Corporation: DELAWARE

# **RECEIVING PARTY DATA**

Name:	HPS INVESTMENT PARTNERS, LLC		
Street Address:	40 West 57th Street, 27th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		

### **PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	5231728	ARMSTRONGWHITE
Registration Number:	5130106	
Registration Number:	5130107	
Registration Number:	4890025	DIADEIS
Registration Number:	4890024	DIADEIS
Registration Number:	5309217	MARKS
Registration Number:	5899216	MOMENT MAP
Registration Number:	6064422	OWN THE MOMENT
Registration Number:	5423851	OWN THE MOMENT
Serial Number:	88784919	PLANET MOMENT OF TRUTH
Serial Number:	88784925	PMOT
Registration Number:	5372640	R5
Registration Number:	5130105	SGSCO
Registration Number:	2790332	SOUTHERN GRAPHIC SYSTEMS
Registration Number:	2790333	SOUTHERN GRAPHIC SYSTEMS
Registration Number:	2715395	SOUTHERN GRAPHIC SYSTEMS
Registration Number:	5424365	THR3D
Registration Number:	5166392	TRAFFIK
Registration Number:	5279539	WEBB DEVLAM

TRADEMARK REEL: 007501 FRAME: 0080

900657603

### **CORRESPONDENCE DATA**

**Fax Number:** 9495676710

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.

**Phone:** 9498527792

**Email:** ipprosecution@orrick.com, vsantos@orrick.com **Correspondent Name:** ORRICK, HERRINGTON & SUTCLIFFE LLP

Address Line 1: 2050 Main Street, Suite 1100 Address Line 4: Irvine, CALIFORNIA 92614-8255

ATTORNEY DOCKET NUMBER:	35421.51	
NAME OF SUBMITTER:	Victor Santos	
SIGNATURE:	/Victor Santos/	
DATE SIGNED:	11/19/2021	

### **Total Attachments: 7**

source=SGS- Trademark Security Agreement (Executed) 4132-1062-0210 1#page1.tif source=SGS- Trademark Security Agreement (Executed) 4132-1062-0210 1#page2.tif source=SGS- Trademark Security Agreement (Executed) 4132-1062-0210 1#page3.tif source=SGS- Trademark Security Agreement (Executed) 4132-1062-0210 1#page4.tif source=SGS- Trademark Security Agreement (Executed) 4132-1062-0210 1#page5.tif source=SGS- Trademark Security Agreement (Executed) 4132-1062-0210 1#page6.tif source=SGS- Trademark Security Agreement (Executed) 4132-1062-0210 1#page7.tif

FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of November 17, 2021 (this "<u>Agreement</u>"), among SOUTHERN GRAPHICS INC. (the "<u>Grantor</u>") and HPS INVESTMENT PARTNERS, LLC, as Collateral Agent (in such capacity, the "<u>Collateral Agent</u>").

Reference is made to (a) the First Lien Credit Agreement dated as of November 17, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among LOGO HOLDINGS II CORPORATION, a Delaware corporation ("Holdings"), SOUTHERN GRAPHICS INC., a Delaware corporation (the "Borrower"), the Lenders party thereto and HPS INVESTMENT PARTNERS, LLC, as Administrative Agent and as Collateral Agent, and (b) the First Lien Collateral Agreement dated as of November 17, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in <u>Section 1.01(b)</u> of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the United States Trademark registrations and Trademark applications listed on Schedule I attached hereto, excluding, for clarity, any intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto (the "Trademark Collateral").

SECTION 3. <u>Collateral Agreement</u>. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. <u>Termination</u>. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. <u>Counterparts</u>. 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 contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

4140-1939-5634.2

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

SOUTHERN GRAPHICS INC.,

as Grantor

By: Pingle Clube :Name: Piyush Chaudhari

Title: Chief Executive Officer

[Signature Page to U.S Trademark Security Agreement]

Acknowledged and Agreed:

HPS INVESTMENT PARTNERS, LLC, as

Collateral Agent

By:

Name: Colbert Cannon Title: Managing Director

[Signature Page to Trademark Security Agreement]

# Schedule I

Mark	Application Date	Application Number	Registration Date	Registration Number
ARMSTRONGW HITE	App 24-OCT- 2016	App 87213610	Reg 27-JUN- 2017	Reg 5231728
Design Only	App 23-OCT- 2015	App 86797050	Reg 24-JAN- 2017	Reg 5130106
Design Only	App 23-OCT- 2015	App 86797051	Reg 24-JAN- 2017	Reg 5130107
DIADEIS	App 04-FEB- 2014	App 86183477	Reg 19-JAN- 2016	Reg 4890025
DIADEIS	App 31-JAN- 2014	App 86180957	Reg 19-JAN- 2016	Reg 4890024
MARKS	App 11-AUG- 2016	App 87135557	Reg 17-OCT- 2017	Reg 5309217
MOMENT MAP	App 07-JUN- 2017	App 87478670	Reg 29-OCT- 2019	Reg 5899216
OWN THE MOMENT	App 23-OCT- 2015	App 86981616	Reg 26-MAY- 2020	Reg 6064422

4140-1939-5634

OWN THE MOMENT	App 23-OCT- 2015	App 86797049	Reg 13-MAR- 2018	Reg 5423851
PLANET MOMENT OF TRUTH	App 04-FEB- 2020 (ITU)	App 88784919		
PMOT	App 04-FEB- 2020 (ITU)	App 88784925		
R5	App 11-AUG- 2016	App 87134817	Reg 09-JAN- 2018	Reg 5372640
SGSCO	App 23-OCT- 2015	App 86797047	Reg 24-JAN- 2017	Reg 5130105
SOUTHERN GRAPHIC SYSTEMS	App 18-MAR- 2002	App 76383008	Reg 09-DEC- 2003	Reg 2790332
SOUTHERN GRAPHIC SYSTEMS	App 18-MAR- 2002	App 76383009	Reg 09-DEC- 2003	Reg 2790333
SOUTHERN GRAPHIC SYSTEMS	App 18-MAR- 2002	App 76383010	Reg 13-MAY- 2003	Reg 2715395
THR3D	App 24-OCT- 2016	App 87213656	Reg 13-MAR- 2018	Reg 5424365

TRAFFIK	App 19-AUG- 2016	App 87144102	Reg 21-MAR- 2017	Reg 5166392
WEBB DEVLAM	App 11-AUG- 2016	App 87134816	Reg 05-SEP-2017	Reg 5279539

4140-1939-5634

**RECORDED: 11/19/2021**