

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694209

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMARTSIGN LLC		12/13/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	EAST WEST BANK, as Agent		
Street Address:	135 N. Los Robles Avenue, 3rd Floor		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	Banking Association: CALIFORNIA		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	1784144	SMARTSIGN	
Registration Number:	2009305	SMARTSIGN	
Registration Number:	2585656	LABELLAB	
Registration Number:	3859783	MYPARKINGPERMIT	
Registration Number:	3946784	XPRESSMATS	
Registration Number:	4086361	MY PARKING SIGN	
Registration Number:	4008886	MYSAFETYSIGN.COM	
Registration Number:	4125010	ALUMIGUARD	
Registration Number:	4831543	PLIOGUARD	
Registration Number:	4831547	PERMAGUARD	
Registration Number:	4869760	LAWNBOSS	
Registration Number:	4836688	FOILGUARD	
Registration Number:	4836714	FLOORBOSS	
Registration Number:	4859706	SHOWCASE	
Registration Number:	5035354	MY SECURITY SIGN	
Registration Number:	5022275	MYSECURITYSIGN	
Registration Number:	5145586	SMARTSIGN	
Registration Number:	5133796	ASSETTIGER	
Registration Number:	5390953	BIGBOSS	
		TRADEMARK	

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Property Type	Number	Word Mark
Registration Number:	5464366	HATHUGGERS
Registration Number:	5605306	SECURAPASS
Registration Number:	5575260	ECONOGUARD
Registration Number:	5713022	
Registration Number:	5911923	RECYCLEREMINDERS
Registration Number:	5906417	MYSAFETYLABELS
Registration Number:	5691783	MYENGRAVEDSIGN
Registration Number:	5709806	MYNAMEBADGES
Registration Number:	5709807	MYNAMEPLATES
Registration Number:	5691786	MYHARDHATSTICKERS
Registration Number:	5691787	XPRESSTAGS
Registration Number:	5691797	MYASSETTAG
Registration Number:	5691798	MYDOORSIGN
Registration Number:	5769547	TWINCAL
Registration Number:	5769799	MYSAFETYSIGN
Registration Number:	5769838	SIMPLYEXITSIGNS
Registration Number:	5833576	GRAB-A-LABEL
Registration Number:	5828743	MYPARKINGSIGN
Registration Number:	6445235	SLIPSAFE

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 312-577-8265

Email: kristin.brozovic@katten.com

Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe St

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	332779-91
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	12/13/2021

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of December 13, 2021 (the “**Effective Date**”) by SMARTSIGN LLC, a Delaware limited liability company (the “**Grantor**”) in favor of EAST WEST BANK for the benefit of the several banks and other lenders (the “**Lenders**”) from time to time party to the Credit Agreement (in such capacity, the “**Agent**”) (as defined in the Credit Agreement or the Guarantee and Security Agreement as applicable in each case as referred to below).

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Security Agreement, dated as of December 13, 2021 (as it may be amended, restated, supplemented, extended or otherwise modified from time to time, the “**Guarantee and Security Agreement**”), among the Grantor, the other Guarantors party thereto, and the Agent and that certain Credit Agreement, dated as of December 13, 2021 (as it may be amended, restated, supplemented, extended, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), among XPRESSMYSELF.COM LLC, as the Borrower, SMARTSIGN HOLDINGS LLC, as Holdings, the Lenders, and the Agent; and

WHEREAS, under the terms of the Guarantee and Security Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s rights, title and interest in, to and under the Collateral (as defined in the Guarantee and Security Agreement), including, without limitation, certain intellectual property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the promises and the agreements, provisions and covenants herein contained, the Grantor and the Agent agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As collateral security for the Obligations, the Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s rights, title and interest in, to and under the following:

- (1) all trademarks, trademark registrations, trade names, trademark applications, service marks, business names, fictitious business names, trade styles, trade dress, designs, logos and other source or business identifiers, all registrations thereof, and all registration and recording applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule 1 (collectively, “**Trademark(s)**”),
- (2) all income, royalties, damages and payments now and hereafter due and/or payable with respect to any Trademark, including damages and

payments for past, present or future infringements thereof, (3) rights to sue for past, present and future infringements of any Trademark, (4) rights corresponding to any Trademark throughout the world, (5) renewals and proceeds of any of the foregoing, and (6) all goodwill associated with or symbolized by the Trademarks.

Section 3. Recordation. The Grantor authorizes and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 5. Governing Law. This Agreement and the rights and obligations of the Grantor hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

Section 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Guarantee and Security Agreement or the Credit Agreement, the provisions of the Guarantee and Security Agreement or the Credit Agreement shall govern.

Section 7. Integration. Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by each party hereto. The amendment and supplement duly executed by each party hereto shall be part of this Agreement and shall have the same legal effect as this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the Effective Date.

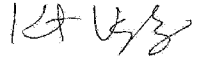
SMARTSIGN LLC,
as Grantor

By: 

Name: Blair Brewster

Title: Chief Executive Officer

EAST WEST BANK,
as Agent

By: 
Name: Keith Vogelgesang
Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Mark	Application No.	Application Date	Registration No.	Registration Date
SMARTSIGN	74335336	11/30/92	1784144	7/27/93
SMARTSIGN	74512970	4/15/94	2009305	10/22/96
LABELLAB	75510019	6/29/98	2585656	6/25/02
MYPARKINGPERMIT	77938949	2/18/10	3859783	10/12/10
XPRESSMATS	77942140	2/23/10	3946784	4/19/11
MY PARKING SIGN	85180354	11/18/10	4086361	1/17/12
MYSAFETYSIGN.COM	85183233	11/23/10	4008886	8/9/11
ALUMIGUARD	85376928	7/21/11	4125010	4/10/12
PLIOGUARD	86556264	3/6/15	4831543	10/13/15
PERMAGUARD	86556296	3/6/15	4831547	10/13/15

Mark	Application No.	Application Date	Registration No.	Registration Date
LAWNBOSS	86561689	3/12/15	4869760	12/15/15
FOILGUARD	86577109	3/26/15	4836688	10/20/15
FLOORBOSS	86583722	4/1/15	4836714	10/20/15
SHOWCASE	86610514	4/27/15	4859706	11/24/15
MY SECURITY SIGN	86867954	1/7/16	5035354	9/6/16
MYSECURITYSIGN	86868107	1/7/16	5022275	8/16/16
SMARTSIGN	87086101	6/28/16	5145586	2/21/17
ASSETTIGER	87096391	7/7/16	5133796	1/31/17
BIGBOSS	87504605	6/26/17	5390953	1/30/18
HATHUGGERS	87630322	10/2/17	5464366	5/8/18
SECURAPASS	87808880	2/23/18	5605306	11/13/18

Mark	Application No.	Application Date	Registration No.	Registration Date
ECONOGUARD	87808995	2/23/18	5575260	10/2/18
Design Only	88040423	7/17/18	5713022	4/2/19
RECYCLEREMINDERS	88093538	8/27/18	5911923	11/19/19
MYSAFETYLABELS	88093942	8/27/18	5906417	11/12/19
MYENGRAVEDSIGN	88093951	8/27/18	5691783	3/5/19
MYNAMEBADGES	88093964	8/27/18	5709806	3/26/19
MYNAMEPLATES	88094133	8/27/18	5709807	3/26/19
MYHARDHATSTICKERS	88094146	8/27/18	5691786	3/5/19
XPRESSTAGS	88094280	8/27/18	5691787	3/5/19
MYASSETTAG	88099161	8/30/18	5691797	3/5/19
MYDOORSIGN	88099178	8/30/18	5691798	3/5/19

Mark	Application No.	Application Date	Registration No.	Registration Date
TWINCAL	88177392	11/1/18	5769547	6/4/19
MYSAFETYSIGN	88200636	11/20/18	5769799	6/4/19
SIMPLYEXITSIGNS	88217284	12/5/18	5769838	6/4/19
GRAB-A-LABEL	88270731	1/22/19	5833576	8/13/19
MYPARKINGSIGN	88288034	2/4/19	5828743	8/6/19
SLIPSAFE	90221517	9/29/20	6445235	8/10/21