

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM735690

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Imagine Group, LLC		06/16/2022	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Wells Fargo Bank, National Association
<b>Street Address:</b>	90 South 7th Street
<b>Internal Address:</b>	125H Floor
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	6185698	IMAGINE
Registration Number:	6158763	THE IMAGINE GROUP
Registration Number:	6059889	IMAGINE SYMPHONY
Registration Number:	6059888	IMAGINE SYMPHONY
Registration Number:	6228390	IMAGINE
Registration Number:	5758768	IMAGINE
Registration Number:	4832979	IMAGINE! EXPRESS
Registration Number:	4832834	IMAGINE! EXPRESS
Registration Number:	4734359	IMAGINE!
Registration Number:	4734358	IMAGINE!
Registration Number:	4734356	IMAGINE!
Registration Number:	4734355	IMAGINE!
Registration Number:	4520798	MIDNIGHT OIL
Registration Number:	4863035	!
Registration Number:	4863034	!
Registration Number:	4734360	IMAGINE!
Registration Number:	4734357	IMAGINE!
Registration Number:	4986435	GFX INTERNATIONAL

CH \$965.00 6185698

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4986434	GFX INTERNATIONAL
Registration Number:	4986433	GFX
Registration Number:	4527722	IMAGINE! PRINT SOLUTIONS
Registration Number:	4356806	IMAGINE! PRINT SOLUTIONS
Registration Number:	4356809	IMAGINE! PRINT SOLUTIONS
Registration Number:	3167534	IMAGINE! PRINT SOLUTIONS
Registration Number:	3084742	IMAGINE! PRINT SOLUTIONS
Registration Number:	3836121	GFX SYMPHONY
Registration Number:	3529983	IMAGINE! PRINT SOLUTIONS
Registration Number:	3448525	IMAGINE! PRINT SOLUTIONS
Registration Number:	3448524	IMAGINE! PRINT SOLUTIONS
Registration Number:	3529982	IMAGINE! PRINT SOLUTIONS
Registration Number:	2319050	LPG INTERNATIONAL
Registration Number:	2106336	LPG INTERNATIONAL
Registration Number:	6420221	IMAGINE
Registration Number:	6322555	IMAGINE
Registration Number:	6295713	IMAGINE
Registration Number:	6295714	IMAGINE
Registration Number:	6301779	IMAGINE
Serial Number:	97110532	

#### CORRESPONDENCE DATA

Fax Number: 6179518736

*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: 6173417729

Email: katarzyna.gaysunas@morganlewis.com

Correspondent Name: Katarzyna Gaysunas

Address Line 1: 1 Federal St

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110-1726

NAME OF SUBMITTER:	Katarzyna Gaysunas
SIGNATURE:	/Katarzyna Gaysunas/
DATE SIGNED:	06/18/2022

#### Total Attachments: 8

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 16<sup>th</sup> day of June, 2022, by and between the Grantor listed on the signature pages hereof (“Grantor”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (“Lender”).

## WITNESSETH:

**WHEREAS**, pursuant to that certain Credit Agreement dated as of June 16, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Lender, IMAGINE! PARENT, LLC, a Delaware limited liability company (“Parent Holdings”), IMAGINE! HOLDCO, LLC, a Delaware limited liability company (“Holdings”), IMAGINE! INTERMEDIATE HOLDCO, LLC, a Delaware limited liability company (“Intermediate Holdings”), MIDNIGHT OIL AGENCY, LLC, a Delaware limited liability company (“Midnight Oil” and together with Parent Holdings, Holdings, Intermediate Holdings and any entity that may hereafter become party thereto as a Guarantor, each individually, a “Guarantor” and collectively, “Guarantors”) and THE IMAGINE GROUP, LLC, a Delaware limited liability company (“Imagine”, and together with any entity that may hereafter become party thereto as a Borrower, individually, a “Borrower” and collectively, “Borrowers”), Lender has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, Lender is willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender that certain Security Agreement, dated as of June 16, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

**WHEREAS**, pursuant to the Security Agreement, Grantors are required to execute and deliver to Lenders 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) the goodwill of the business symbolized by each Trademark and each Trademark Intellectual Property License; and

(c) (i) all income, royalties, damages, and payments now or hereafter due or payable with respect to any Trademark or any Trademark exclusively licensed under any Intellectual Property License, including, without limitation, damages, claims, and payments for past and future infringements thereof and (ii) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **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 or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, 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 Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Lender reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability and binding effect of this Trademark Security Agreement.

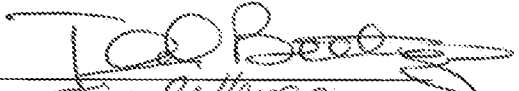
7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 8 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE. *MUTATIS MUTANDIS.*

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

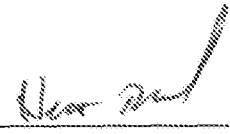
THE IMAGINE GROUP, LLC

By:   
Name: Tim Bellanca  
Title: VP, Secretary, General Counsel

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**, a national banking  
association

By:  \_\_\_\_\_

Name: Heath Israel  
Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]