

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM790689

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Adorama Inc.		02/28/2023	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Agent		
Street Address:	388 Greenwich Street		
Internal Address:	26th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	6840045	DARTER	
Registration Number:	6591616	SLIDGO	
Registration Number:	6170790	ADORAMA	
Registration Number:	6217454	O	
Registration Number:	6201262	ADORAMA EQUIP YOUR CREATIVITY	
Registration Number:	5517618	EZ LOCK	
Registration Number:	5473918	3POD BY FLASHPOINT	
Registration Number:	5473917	GLOW BY FLASHPOINT	
Registration Number:	5515253	ADORAMA BUSINESS SOLUTIONS	
Registration Number:	5571567	CLAR	
Registration Number:	5298018	ORLIT	
Registration Number:	5355929	TOP PHOTOGRAPHER	
Registration Number:	5173139	RAPID 600	
Registration Number:	4874354	STREAKLIGHT	
Registration Number:	4882849	24/7	
Registration Number:	4863951	TAKAMA	
Registration Number:	4635673	ADORAMA	
Registration Number:	4631106	MORE THAN A CAMERA STORE	

OP \$715.00 6840045

Property Type	Number	Word Mark
Registration Number:	4752579	ROVELIGHT
Registration Number:	4752578	SPEEDPOD
Registration Number:	4598166	BLAST PACK
Registration Number:	4437437	GREEN EXTREME
Registration Number:	3974629	ARC
Registration Number:	3001388	PROJET
Registration Number:	2961061	SLINGER
Registration Number:	3296024	ADORAMA
Registration Number:	1877445	PRO-OPTIC
Serial Number:	97542519	ADORAMA

CORRESPONDENCE DATA

Fax Number:

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: 3128637141
Email: kristen.lange@goldbergkohn.com
Correspondent Name: Kristen N. Lange, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 E. Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	2142.039
NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	03/01/2023

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 28th day of February, 2023, by and between **ADORAMA INC.**, a New York corporation ("Grantor"), and **CITIBANK, N.A.**, a national banking association ("Citibank"), acting not individually but as agent on behalf of, and for the benefit of, the Lenders and all other Secured Parties (in such capacity, together with its successors and assigns, if any, in such capacity, herein called the "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain **CREDIT AGREEMENT**, dated as of February 28, 2023, among (i) Grantor and those additional Persons that are joined as a party thereto as borrowers by executing the form of joinder attached thereto (each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), (ii) each of the lenders identified as a "Lender" on Annex A attached thereto (together with each of its respective successors and assigns, if any, and any Additional Lenders, each a "Lender" and, collectively, the "Lenders"), and (iii) Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of each Secured Party, that certain Guaranty and Security Agreement, dated as of February 28, 2023 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of each Secured Party, 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 Guaranty and 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(b) of the Guaranty and 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 Agent, for the benefit each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of 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) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License (to the extent not prohibited by such Intellectual Property License), including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

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 Agent or the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the occurrence of any Insolvency Event 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 Agent, for the benefit of each Secured Party, pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 Guaranty and Security Agreement, the Guaranty and 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 Agent 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 Agent 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 Agent'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. Delivery of an executed counterpart of this Trademark

Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

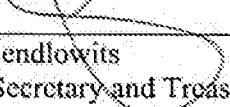
7. GOVERNING LAW AND JURISDICTION AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW AND JURISDICTION AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS 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.

GRANTOR:

ADORAMA INC., a New York corporation

By: 
Name: Eugene Mendlowitz
Title: President, Secretary and Treasurer

**ACCEPTED AND
ACKNOWLEDGED BY:**

AGENT:

CITIBANK, N.A., a national banking
association

By: Jeff Royston
Name: Jeff Royston
Title: SVP

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Grantor	Mark	Registration No.	Registration Date
Adorama Inc.	DARTER	6840045	09/06/2022
Adorama Inc.	SLIDGO	6591616	12/14/2021
Adorama Inc.	ADORAMA	6170790	10/06/2020
Adorama Inc.	O	6217454	12/08/2020
Adorama Inc.	ADORAMA EQUIP YOUR CREATIVITY	6201262	11/17/2020
Adorama Inc.	EZ LOCK	5517618	07/17/2018
Adorama Inc.	3POD BY FLASHPOINT	5473918	05/22/2018
Adorama Inc.	GLOW BY FLASHPOINT	5473917	05/22/2018
Adorama Inc.	ADORAMA BUSINESS SOLUTIONS	5515253	07/10/2018
Adorama Inc.	CLAR	5571567	09/25/2018
Adorama Inc.	ORLIT	5298018	09/26/2017
Adorama Inc.	TOP PHOTOGRAPHER	5355929	12/12/2017
Adorama Inc.	RAPID 600	5173139	03/28/2017
Adorama Inc.	STREAKLIGHT	4874354	12/22/2015
Adorama Inc.	24/7	4882849	01/05/2016
Adorama Inc.	TAKAMA	4863951	12/01/2015
Adorama Inc.	ADORAMA	4635673	11/11/2014
Adorama Inc.	MORE THAN A CAMERA STORE	4631106	11/04/2014
Adorama Inc.	ROVELIGHT	4752579	06/09/2015
Adorama Inc.	SPEEDPOD	4752578	06/09/2015
Adorama Inc.	BLAST PACK	4598166	09/02/2014
Adorama Inc.	GREEN EXTREME	4437437	11/19/2013
Adorama Inc.	ARC	3974629	06/07/2011
Adorama Inc.	PROJET	3001388	09/27/2005

Adorama Inc.	SLINGER	2961061	06/07/2005
Adorama Inc.	ADORAMA	3296024	09/25/2007
Adorama Inc.	PRO-OPTIC	1877445	02/07/1995

Trademark Applications

Grantor	Mark	Serial No.	Application Date
Adorama Inc.	ADORAMA	97542519	08/10/2022

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.