

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM822322

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ROWMARK LLC		07/05/2023	Limited Liability Company: DELAWARE
GYFORD DECOR, LLC		07/05/2023	Limited Liability Company: DELAWARE
Signcaster Corporation		07/05/2023	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association, as Administrative Agent		
<b>Street Address:</b>	214 North Tryon Street, 27th Floor		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6859248	IPI	
<b>Registration Number:</b>	6856911	PUNCH 'N PRESS	
<b>Registration Number:</b>	6180673	ROWMARK CUSTOM LAMINATIONS	
<b>Registration Number:</b>	5973699	COLORSHOP	
<b>Registration Number:</b>	5927611	FIBERGRAVE	
<b>Registration Number:</b>	6131561	SIMPLY STANDOFFS BY GYFORD	
<b>Registration Number:</b>	6869785	ACCENT SIGNAGE SYSTEMS	
<b>Registration Number:</b>	6863425	ACCENT	
<b>Registration Number:</b>	3910039	RASTER	
<b>Registration Number:</b>	3798642	RASTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129692900		
<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>			
<b>Phone:</b>	212-969-3000		
<b>Email:</b>	ypan@proskauer.com		

CH \$265.00 6859248

**Correspondent Name:** Eitan M. Goldberg  
**Address Line 1:** Proskauer Rose LLP  
**Address Line 2:** Eleven Times Square  
**Address Line 4:** New York, NEW YORK 10036-8299

**ATTORNEY DOCKET NUMBER:** 60048-006

**NAME OF SUBMITTER:** Eitan M. Goldberg

**SIGNATURE:** /Eitan M. Goldberg/

**DATE SIGNED:** 07/06/2023

**Total Attachments: 5**

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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of July 5, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”), is made by each of the entities listed on the signature pages hereof as a “Grantor” (each a “Grantor” and, collectively, the “Grantors”), in favor of U.S. Bank National Association (“US Bank”), as the administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referenced below).

### WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of June 26, 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among WCI - EXT Purchaser, Inc., a Delaware corporation (the “Initial Borrower” and, prior to the consummation of the Closing Date Acquisition (as defined in the Credit Agreement), the “Borrower”), EXT Acquisitions, Inc., a Delaware corporation (the “Company”, and, as the surviving entity after giving effect to the Closing Date Acquisition, the “Borrower”), the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto (each of the foregoing as defined in the Credit Agreement) and US Bank, as the Administrative Agent for the Secured Parties, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to that certain Second Lien Guaranty and Security Agreement, dated as of June 26, 2018, in favor of the Administrative Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Guaranteed Obligations (as defined in the Guaranty and Security Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those Trademarks referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no Lien or security interest is hereby granted on, and the Trademark Collateral shall not include, any Excluded Property; provided, that if and when any property described in this Section 2 shall cease to be Excluded Property, a Lien on and security interest in such property shall be deemed granted therein.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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. In the event of any conflict between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 5. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement.

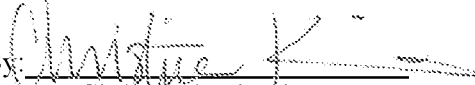
Section 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the parties hereto acknowledge that the security interest and Liens granted to the Administrative Agent herein for the benefit of the Secured Parties and the rights, remedies, duties and obligations provided for herein are subject to the terms of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of this Trademark Security Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

Section 7. Termination. Upon the termination of the Guaranty and Security Agreement in accordance with Section 8.2 thereof, the Administrative Agent shall, at the expense of the Grantors, promptly execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the Lien on and security interest in the Trademark Collateral under this Trademark Security Agreement.


[SIGNATURE PAGE FOLLOWS]

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


**ROWMARK LLC, as Grantor**

By:   
Name: Christy Kisseberth  
Title: Secretary and Treasurer

**GYFORD DECOR, LLC, as Grantor**

By:   
Name: Christy Kisseberth  
Title: Chief Financial Officer, Secretary and Treasurer

**SIGNCASTER CORPORATION, as Grantor**

By:   
Name: Christy Kisseberth  
Title: Chief Financial Officer, Secretary and Treasurer

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

**ROWMARK LLC, as Grantor**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GYFORD DECOR, LLC, as Grantor**

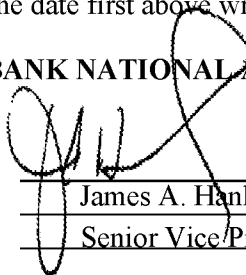
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SIGNCASTER CORPORATION, as Grantor**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND AGREED  
as of the date first above written:

**U.S. BANK NATIONAL ASSOCIATION, as the Administrative Agent**

By:   
Name: James A. Hanley  
Title: Senior Vice/President

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
IPI	97095169	10/27/21	6859248	9/27/22	Registered	Rowmark LLC
PUNCH 'N PRESS	90904365	8/26/21	6856911	9/27/22	Registered	Rowmark LLC
ROWMARK CUSTOM LAMINATIONS	88056159	7/27/18	6180673	10/20/20	Registered	Rowmark LLC
COLORSHOP	87939006	5/29/18	5973699	1/28/20	Registered	Rowmark LLC
FIBERGRAVE	87939022	5/29/18	5927611	12/3/19	Registered	Rowmark LLC
SIMPLY STANDOFFS BY GYFORD	88490592	6/26/19	6131561	8/18/20	Registered	Gyford Decor, LLC
ACCENT SIGNAGE SYSTEMS	97007006	9/1/21	6869785	10/11/22	Registered	Signcaster Corporation
ACCENT	97007029	9/1/21	6863425	10/4/22	Registered	Signcaster Corporation
RASTER	77905713	1/6/10	3910039	1/25/11	Registered	Signcaster Corporation
RASTER	77783961	7/17/09	3798642	6/8/10	Registered	Signcaster Corporation