

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM866606

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHOOTPROOF, LLC		01/08/2024	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Capital Southwest Corporation, as Administrative Agent		
Street Address:	8333 Douglas Avenue		
Internal Address:	Suite 1100		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4388045		
Registration Number:	4894604	ONE-CLICK PHOTO BOOK	
Registration Number:	4746769	SHOOTPROOF	
Registration Number:	4746764	SHOOTPROOF	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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>			
Phone:	6124926842		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell, DORSEY & WHITNEY LLP		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	TBD 504083-00002		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
SIGNATURE:	/Jeffrey R. Cadwell/		
DATE SIGNED:	01/08/2024		

OP \$115.00 4388045

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented, extended, joined and/or otherwise modified from time to time, this “IP Security Agreement”) dated as of January 8, 2024, is made by SHOOTPROOF, LLC, a Georgia limited liability company (“Grantor”), in favor of CAPITAL SOUTHWEST CORPORATION, as administrative agent (together with its successors and assigns, in such capacity, the “Administrative Agent”) for itself and the other financial institutions from time to time party to the Credit Agreement described below (collectively, the “Lenders”).

WHEREAS, Grantor has entered into that certain Sixth Amendment and Joinder to Credit Agreement and Limited Waiver as of the date hereof (“Sixth Amendment”) by and among ZENFOLIO INC., a California corporation (“Borrower”), the other Loan Parties thereto, the Lenders party thereto from time to time and Administrative Agent, whereby such Sixth Amendment amends that certain Credit Agreement dated as of July 17, 2017 (as amended from time to time and as the same may be further amended, amended and restated, extended, replaced, supplemented or otherwise modified, the “Credit Agreement”) by and among the Borrower, the other Loan Parties thereto, the Lenders party thereto from time to time and Administrative Agent;

WHEREAS, under the terms of the Credit Agreement and the other Loan Documents, Grantor has granted to the Administrative Agent, on behalf of the Lenders, a security interest in, among other property, all Intellectual Property (as defined in the Security Agreement) of Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

SECTION 1. **Definitions**. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement as amended by the Sixth Amendment, or if not therein, in the Uniform Commercial Code as in effect in the state of New York. The following terms have the meanings set forth below:

(a) “Copyrights” means (a) all copyrights in all Works (as defined in the Security Agreement), now existing or hereafter created or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, and (b) all renewals thereof.

(b) “Patents” means (a) all letters patent of the United States or any other country and all reissues and extensions thereof, and (b) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof.

(c) “Trademarks” means (a) all trademarks and service marks, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and

recordings thereof, and all applications in connection therewith (other than “intent to use” applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and (b) all renewals thereof.

SECTION 2. **Grant of Security**. Grantor hereby grants to the Administrative Agent, on behalf of the Lenders, a security interest in all of Grantor’s right, title, and interest in and to the following (the “Collateral”):

(i) all of its Patents, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark;

(iii) all of its Copyrights, including, but not limited to, those set forth on Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all products and proceeds of, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, or arising from any of the foregoing.

Notwithstanding the foregoing, there shall be no Lien or security interest granted or pledged by Grantor in any Trademark application that is filed on an “intent-to-use” basis until such time as a statement of use or an amendment to allege use has been filed with and duly accepted by the United States Patent and Trademark Office.

SECTION 3. **Security for Obligations**. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. **Recordation.** Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 5. **Execution in Counterparts.** This IP Security Agreement may be executed in any number of 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.

SECTION 6. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the other Loan Documents. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent there is any inconsistency between this IP Security Agreement and the Credit Agreement, the Credit Agreement shall control.

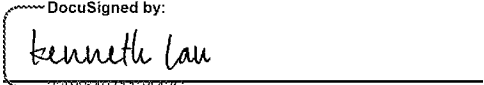
SECTION 7. **Governing Law.** THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF EXCEPT FOR SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW), THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR

SHOOTPROOF, LLC,
a Georgia limited liability company

By:  DocuSigned by:
Kenneth Lau
Z20A6907112A42C...
Name: Kenneth Lau
Title: Vice President, Secretary and Treasurer


SCHEDULE A
TO
IP SECURITY AGREEMENT

PATENTS

None.

SCHEDULE B
TO
IP SECURITY AGREEMENT

TRADEMARKS

Mark	Record Owner	Registration /Application Number	Registration/ Application Date
COLLAGE (stylized/color)	ShootProof, LLC	Reg. No. 4342257 App. No. 85/743407	May 28, 2013
MISCELA NEOUS HEART LOGO (4- Color)	ShootProof, LLC	Reg. No. 4388045 App. No. 85/824590	August 20, 2013
ONE-CLICK PHOTO BOOK	ShootProof, LLC	Reg. No. 4894604 App. No. 86/600594	February 2, 2016
	ShootProof, LLC	Reg. No. 4746769 App. No. 86371828	August 20, 2014 / June 2, 2015
SHOOTPROOF	ShootProof, LLC	Reg. No. 4746764 App. No. 86371709	August 20, 2014 / June 2, 2015

SCHEDULE C
TO
IP SECURITY AGREEMENT

COPYRIGHTS

None.