

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI10984

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ELECTRONICS FOR IMAGING, INC.		03/07/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	ROYAL BANK OF CANADA		
Street Address:	20 KING STREET WEST, 4th FLOOR		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2629689	VUTEK	
Registration Number:	7239370	EFI	
Serial Number:	97318790	CONNECT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	9495676710		
Email:	ipprosecution@orrick.com,amosley@orrick.com		
Correspondent Name:	Asheli Mosley-Cho		
Address Line 1:	2050 Main Street, Suite 1100		
Address Line 4:	Irvine, CALIFORNIA 92614-8255		
ATTORNEY DOCKET NUMBER:	5533.84		
NAME OF SUBMITTER:	Asheli Mosley		
SIGNATURE:	Asheli Mosley		
DATE SIGNED:	03/08/2024		
Total Attachments: 5			
source=EFI - Trademark Security Agreement (Electronics For Imaging Inc.) [Executed] 4135-6703-5727 1#page1.tif			

CH \$90.00.00 75767213

source=EFI - Trademark Security Agreement (Electronics For Imaging Inc.) [Executed] 4135-6703-5727
1#page2.tif
source=EFI - Trademark Security Agreement (Electronics For Imaging Inc.) [Executed] 4135-6703-5727
1#page3.tif
source=EFI - Trademark Security Agreement (Electronics For Imaging Inc.) [Executed] 4135-6703-5727
1#page4.tif
source=EFI - Trademark Security Agreement (Electronics For Imaging Inc.) [Executed] 4135-6703-5727
1#page5.tif

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of March 7, 2024, is made by ELECTRONICS FOR IMAGING, INC., a Delaware corporation (the “Grantor”), in favor of ROYAL BANK OF CANADA, as collateral agent (in such capacity, the “Agent”) in connection with that certain First Lien Credit Agreement, dated as of July 23, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among EAST PRIVATE HOLDINGS II, LLC, a Delaware limited liability company (“Holdings”), the Grantor, the lending institutions from time to time parties thereto (each a “Lender” and, collectively, the “Lenders”) and ROYAL BANK OF CANADA, as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a First Lien Security Agreement, dated as of July 23, 2019 in favor of the Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Collateral 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 certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Grantor hereby grants a lien on and security interest in all of Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been

filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.


4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ELECTRONICS FOR IMAGING, INC.,
as the Grantor


By: 
Name: Benjamin Mackenzie-Grieve
Title: Chief Financial Officer

ROYAL BANK OF CANADA,
as the Collateral Agent

By: Casey Clark
Name: Casey Clark
Title: Associate Director

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Registration Number/Registration Date	Registered Owner
VUTEK	2629689 08-OCT-2002	ELECTRONICS FOR IMAGING, INC.
EFI	7239370 12-DEC-2023	ELECTRONICS FOR IMAGING, INC.
CONNECT DESIGN 	APP. NO. 97318790 18-MAR-2022	ELECTRONICS FOR IMAGING, INC.