TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380258

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BENSUSSEN DEUTSCH & ASSOCIATES, LLC		04/05/2016	Limited Liability Company: WASHINGTON

RECEIVING PARTY DATA

Name:	AMERICAN CAPITAL, LTD., AS AGENT
Street Address:	2 BETHESDA METRO CENTER, 14TH FLOOR
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	3775066	MERCHAGENCY
Registration Number:	3838224	POWER OF MERCHANDISE
Registration Number:	3978383	UNLEASH THE POWER OF MERCHANDISE
Registration Number:	3788201	APPTAGIOUS
Registration Number:	3938943	PROACTIVATION
Registration Number:	4129455	EVOLVING BRANDED MERCHANDISE
Registration Number:	4101287	OUR BRAND(ED) WORLD
Registration Number:	4440798	SUSAN'S ROCK
Registration Number:	4209426	BDA CARES FOUNDATION
Registration Number:	54317	
Registration Number:	54316	
Registration Number:	4388315	POWER A
Registration Number:	4380421	POWER A
Registration Number:	3797303	POWERSURFACE
Registration Number:	4049936	PRO PACK MINI
Registration Number:	3902328	MINIREMOTE
Registration Number:	4392629	AMPLIFY YOUR EXPERIENCE
Registration Number:	4475636	FUS1ON
Registration Number:	4589171	A

CH $765.00 3775066

Property Type	Number	Word Mark
Registration Number:	4864294	SPECTRA
Registration Number:	4864295	SPECTRA ILLUMINATED CONTROLLER
Registration Number:	4400904	MOGA
Registration Number:	4393332	
Registration Number:	4646018	MOGA BOOST
Registration Number:	4646019	MOGA BOOST
Registration Number:	4777701	S-M-R-T LOCK
Registration Number:	4777702	S-M-R-T LOCK
Serial Number:	85191632	BDA
Serial Number:	85191663	BDA
Serial Number:	85268668	BD&A

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: 312.577.8574
Email: humberto.aquino@kattenlaw.com
Correspondent Name: HUMBERTO AQUINO C/O KATTEN MUCHIN
Address Line 1: 525 WEST MONROE STREET
Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	384287-8
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	04/12/2016

Total Attachments: 24
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ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE LIENS AND SECURITY INTERESTS SECURING THE OBLIGATIONS EVIDENCED BY THIS AGREEMENT, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT HERETO, AND CERTAIN OF THE RIGHTS OF THE HOLDER(S) HEREOF ARE SUBJECT TO THE PROVISIONS OF THE AMENDED AND RESTATED INTERCREDITOR AND SUBORDINATION AGREEMENT DATED AS OF APRIL 5, 2016 (AS AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "SUBORDINATION AGREEMENT"), AMONG BY AND AMONG PNC BANK, NATIONAL ASSOCIATION ("PNC") AND EACH OTHER SENIOR CLAIMHOLDER FROM TIME TO TIME (AS SUCH TERMS ARE DEFINED IN THE SUBORDINATION AGREEMENT), AND AMERICAN CAPITAL, LTD. (COLLECTIVELY, THE "SUBORDINATED CLAIMHOLDERS"). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE SUBORDINATION AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE SUBORDINATION AGREEMENT SHALL GOVERN AND CONTROL.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of April 5, 2016, is made by **BENSUSSEN DEUTSCH & ASSOCIATES, LLC**, a limited liability company formed under the laws of the State of Washington (together with any additional grantors joined hereto from time to time, "Grantors"), with an address at 15525 Woodinville-Redmond Road NE, Woodinville, WA 98072, in favor of **AMERICAN CAPITAL, LTD.** ("ACAS"), a national banking association with an address at 2 Bethesda Metro Center, 14th Floor, Bethesda, Maryland, 20814, Attention: Compliance Officer.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Second Lien Term Loan and Security Agreement, dated as of even date herewith (the "Credit Agreement"), among Grantors, Bensussen Deutsch & Associates Holding, LLC, a Delaware limited liability company ("Holdings", together with Grantors and each other Person joined thereto as a borrower from time to time, collectively, the "Borrowers" and each a "Borrower"), the financial institutions party thereto as lenders (collectively, the "Lenders" and each a "Lender") and ACAS, as agent for the Lenders (in such capacity, the "Agent"), and as a Lender, Agent and Lenders have made and/or will in the future make certain extensions of credit to the Grantors and Borrowers upon the terms and subject to the conditions set forth therein. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement.

WHEREAS, pursuant to such Credit Agreement, Grantors have granted to Agent, for its own benefit and for the ratable benefit of Agent, Issuer, Lenders and each other Secured Party, security interests in and to and Liens on substantially all of each Grantor's assets, including without limitation all of each Grantor's Intellectual Property and specifically including all of each Grantor's registered patents, trademarks and copyrights and all of each Grantor's filed patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the "Registered Intellectual Property"); and

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WHEREAS, Grantors have agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Agent's Liens in the Registered Intellectual Property.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent, Issuer, Lenders and each other Secured Party, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of Issuer, Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "Intellectual Property Collateral"):

(a) all of its registered copyrights and filed copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all of its registered trademarks and filed trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its registered/issued patents and filed patent applications, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by any Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of any Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of any Grantor; and

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(f) 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;

which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until such time as the Obligations are indefeasibly paid in full and the obligations of Agents and Lenders to make extensions of credit to any Grantor under the Credit Agreement or any Other Document is terminated.

Section 2. Credit Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Agent pursuant to the Credit Agreement, and Grantors hereby acknowledge and agree that the rights and remedies of the Agent with respect to the security interests and Liens in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantors hereby authorize Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office and United States Copyright Office, as applicable.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Each Grantor hereby agrees to make a good faith effort to promptly upon the acquisition by Grantor of any new Registered Intellectual Property Collateral (including any registration or issuance of any patent, trademark or copyright arising out of any filed patent application, trademark application or copyright application previously listed on Schedule 1 hereto or the Schedule to any other Supplement delivered to Agent in accordance with this paragraph), Grantors shall, concurrently with the next scheduled delivery of a Compliance Certificate under Section 9.7 of the Credit Agreement following acquisition of such new Registered Intellectual Property, deliver to Agent a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired Registered Intellectual Property on Schedule I thereto, pursuant to which Grantors shall reconfirm the grant of a security interest in such newly acquired Registered Intellectual Property Collateral to Agent, for its benefit and for the ratable benefit of each Agent, Issuer, Lenders and each other Secured Party, to secure the Obligations. Each such Supplement is intended by the parties to be filed, and Grantors hereby authorize Agent to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantors, and without limiting the generality of the provisions of Section 1 hereof above, Grantors hereby confirm and agree that any and all such after-acquired Registered Intellectual Property Collateral, and all Intellectual Property Collateral relating thereto, shall immediately and

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automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that any Grantor acquires any such new Registered Intellectual Property but Grantors fail for whatever reason to promptly deliver a Supplement pursuant to this Section 5, Grantors hereby authorize Agent, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of each Grantor an applicable Supplement with respect to such newly acquired Registered Intellectual Property, arising and/or acquired and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Grantors hereby represent and warrant to Agent and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantors as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Credit Agreement shall constitute an "Event of Default" under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Agent, in addition to all other rights, options, and remedies granted to Agent under the Credit Agreement or any Other Document, or otherwise available to Agent at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Agent under the Credit Agreement or any Other Document, each Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor's true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of such Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Intellectual Property Collateral provided for herein and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 7 of this Agreement above, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee, attorney or Agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof and of the Credit Agreement and the Other Documents. This power of attorney is coupled with an interest and is and shall be irrevocable

Section 9. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single

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contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

Section 10. Governing Law. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York. Without limiting the generality of the general incorporation of the Credit Agreement herein provided for above, the provisions of Section 16.1 of the Credit Agreement (agreements regarding, consents to and waivers regarding jurisdiction and venue), Section 16.5 of the Credit Agreement (indemnities by Grantors), Section 16.6 of the Credit Agreement (notices), Section 16.7 of the Credit Agreement (survival of certain provisions), Section 16.9 of the Credit Agreement (expenses), Section 16.10 of the Credit Agreement (injunctive relief) and Article XII of the Credit Agreement (certain waivers including waivers of the rights of jury trial) are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantors and Agent, and their respective successors and assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent and each Lender.

[Signature Pages Follow]

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In witness whereof, Grantors have caused this Intellectual Property Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

GRANTORS:

BENSUSSEN DEUTSCH & ASSOCIATES, LLC

By: _____
Name: Jared E. Collinge, Jr.
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

AMERICAN CAPITAL, LTD.

By: _____
Name:
Title:

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

In witness whereof, Grantors have caused this Intellectual Property Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

GRANTORS:

BENSUSSEN DEUTSCH & ASSOCIATES, LLC

By: _____
Name: Jared E. Collinge, Jr.
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

AMERICAN CAPITAL, LTD.

By: _____
Name: Andrew Fleck
Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Acknowledgment of Grantors

STATE OF Washington)
) ss
COUNTY OF King

On this 4th day of April, _____, 2016 before me personally appeared Jared E. Collinge, Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **BENSUSSEN DEUTSCH & ASSOCIATES, LLC**, who being by me duly sworn did depose and say that s/he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of [Managers] and that s/he acknowledged said instrument to be the free act and deed of said corporation.

RM Haley
Notary Public

ROSELIA MICHELLE HALEY
Notary Public
State of Washington
My Commission Expires
August 26, 2019

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Schedule 1
to
Intellectual Property Security Agreement

PATENTS, TRADEMARKS, AND COPYRIGHTS

Copyright

Copyright Registrations:

Owner	Title	Registration No.	Registered
Bensussen Deutsch & Associates, LLC	Hear me out!	VA0001146177	6/19/2002
Bensussen Deutsch & Associates, LLC	Hear me out! Category card	VA0001144965	6/19/2002
Bensussen Deutsch & Associates, LLC	Hear me out draw card	VA0001144967	6/19/2002
Bensussen Deutsch & Associates, LLC	Hear me out game piece	VA0001144966	6/19/2002
Bensussen Deutsch & Associates, LLC	Hear me out scoring meter	VA0001144968	6/16/2002
Bensussen Deutsch & Associates, LLC	Hear me out! : the game that's more than a game!	VA0001146178	6/19/2002
Bensussen Deutsch & Associates, LLC	Hear me out rules. Hear me out! : the game that's more than a game!	TX0005619874	6/19/2002

Copyright Applications: None.

(B) Copyright Licenses: None.

(C) Patents

Patent Registrations

Patent Applications:

Owner	Country	Title	Application No.	Filing Date
Bensussen Deutsch & Associates, LLC	USA	MOBILE DEVICE ACCESSORY HAVING A LOW POWER DRAIN ELECTRIC DISPLAY	14/101007	12/9/2013
Bensussen Deutsch & Associates, LLC	China	CONTROLLERS FOR USE WITH MOBILE	201480001424.8	6/10/14

(D) Patent Licenses: None.

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(E) Trademarks

Trademark Registrations:

Owner	Country	Trademark	Registration No.	Registered
Bensussen Deutsch & Associates, LLC	USA	MERCHAGENCY	3775066	4/13/2010
Bensussen Deutsch & Associates, LLC	USA	POWER OF MERCHANDISE	3838224	8/24/2010
Bensussen Deutsch & Associates, LLC	USA	UNLEASH THE POWER OF MERCHANDISE	3978383	6/14/2011
Bensussen Deutsch & Associates, LLC	USA	APPTAGIOUS	3788201	5/11/2010
Bensussen Deutsch & Associates, LLC	USA	PROACTIVATION	3938943	3/29/2011
Bensussen Deutsch & Associates, LLC	USA	EVOLVING BRANDED MERCHANDISE	4129455	4/17/2012
Bensussen Deutsch & Associates, LLC	USA	OUR BRAND(ED) WORLD	4101287	2/21/2012
Bensussen Deutsch & Associates, LLC	USA	SUSAN'S ROCK	4440798	11/26/2013
Bensussen Deutsch & Associates, LLC	USA	BDA CARES FOUNDATION	4209426	9/18/2012
Bensussen Deutsch & Associates, LLC	USA/WA	BDA	54317	12/8/2010
Bensussen Deutsch & Associates, LLC	USA/WA	BD&A	54316	12/8/2010
Bensussen Deutsch & Associates, LLC	AUSTRALIA	POWER A AND DESIGN	996491	3/4/2009
Bensussen Deutsch & Associates, LLC	AUSTRALIA	POWER A	996486	3/4/2009
Bensussen Deutsch & Associates, LLC	AUSTRALIA	POWERSURFACE	1020260	11/3/2009
Bensussen Deutsch & Associates, LLC	AUSTRALIA	AMPLIFY YOUR EXPERIENCE	1072695	11/15/2010
Bensussen Deutsch & Associates, LLC	AUSTRALIA	A LOGO	1157099	8/21/2012
Bensussen Deutsch & Associates, LLC	CANADA	POWER A	TMA860009	9/12/2013
Bensussen Deutsch & Associates, LLC	CANADA	POWERSURFACE	TMA850768	5/13/2013
Bensussen Deutsch & Associates, LLC	EU	POWER A AND DESIGN	996491	3/4/2009
Bensussen Deutsch & Associates, LLC	EU	POWER A	996486	3/4/2009
Bensussen Deutsch & Associates, LLC	EU	POWERSURFACE	1020260	11/3/2009
Bensussen Deutsch & Associates, LLC	EU	AMPLIFY YOUR EXPERIENCE	1072695	11/15/2010
Bensussen Deutsch & Associates, LLC	EU	FUS1ON	1142839	8/8/2012
Bensussen Deutsch & Associates, LLC	EU	A LOGO	1157099	8/21/2012

Owner	Country	Trademark	Registration No.	Registered
Bensussen Deutsch & Associates, LLC	INTL	POWER A AND DESIGN	996491	3/4/2009
Bensussen Deutsch & Associates, LLC	INTL	POWER A	996486	3/4/2009
Bensussen Deutsch & Associates, LLC	INTL	POWERSURFACE	1020260	11/3/2009
Bensussen Deutsch & Associates, LLC	INTL	AMPLIFY YOU EXPERIENCE	1072695	11/15/2010
Bensussen Deutsch & Associates, LLC	INTL	FUS1ON	1142839	8/8/2012
Bensussen Deutsch & Associates, LLC	INTL	A LOGO	1157099	8/21/2012
Bensussen Deutsch & Associates, LLC	MEXICO	POWER A	1171461	6/30/2010
Bensussen Deutsch & Associates, LLC	MEXICO	POWER A AND DESIGN	1141082	2/2/2010
Bensussen Deutsch & Associates, LLC	MEXICO	AMPLIFY YOU EXPERIENCE	1228921	7/26/2011
Bensussen Deutsch & Associates, LLC	MEXICO	A LOGO	1454309	8/31/2012
Bensussen Deutsch & Associates, LLC	MEXICO	A LOGO	1454310	8/31/2012
Bensussen Deutsch & Associates, LLC	MEXICO	FUS1ON	1345355	1/29/2013
Bensussen Deutsch & Associates, LLC	MEXICO	FUS1ON	1340224	12/18/2012
Bensussen Deutsch & Associates, LLC	NEW ZEALAND	POWERSURFACE	815292	5/6/2010
Bensussen Deutsch & Associates, LLC	PANAMA	POWER A	179627	3/11/2009
Bensussen Deutsch & Associates, LLC	PANAMA	POWER A AND DESIGN	179629	3/11/2009
Bensussen Deutsch & Associates, LLC	PANAMA	AMPLIFY YOU EXPERIENCE	195428	7/27/2011
Bensussen Deutsch & Associates, LLC	PANAMA	FUS1ON	215502	8/13/2012
Bensussen Deutsch & Associates, LLC	PANAMA	FUS1ON	215503	8/13/2012
Bensussen Deutsch & Associates, LLC	PANAMA	A LOGO	216128	9/3/2012
Bensussen Deutsch & Associates, LLC	PANAMA	A LOGO	216129	9/3/2012
Bensussen Deutsch & Associates, LLC	USA	POWER A AND DESIGN	4388315	8/20/2013
Bensussen Deutsch & Associates, LLC	USA	POWER A	4380421	8/6/2013
Bensussen Deutsch & Associates, LLC	USA	POWERSURFACE	3797303	6/1/2010
Bensussen Deutsch & Associates, LLC	USA	PRO PACK MINI	4049936	11/1/2011
Bensussen Deutsch & Associates, LLC	USA	MINIREMOTE	3902328	1/4/2011

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Owner	Country	Trademark	Registration No.	Registered
Bensussen Deutsch & Associates, LLC	USA	AMPLIFY YOU EXPERIENCE	4392629	8/27/2013
Bensussen Deutsch & Associates, LLC	USA	FUS1ON (STYLIZED)	4475636	1/28/2014
Bensussen Deutsch & Associates, LLC	USA	A LOGO	4589171	8/19/2014
Bensussen Deutsch & Associates, LLC	USA	SPECTRA	4864294	12/01/2015
Bensussen Deutsch & Associates, LLC	USA	SPECTRA ILLUMINATED CONTROLLER	4864295	12/01/2015
Bensussen Deutsch & Associates, LLC	AUSTRALIA	MOGA	1133019	7/23/2012
Bensussen Deutsch & Associates, LLC	CANADA	MOGA	TMA866284	11/29/2013
Bensussen Deutsch & Associates, LLC	CHINA	MOGA	1133019	7/23/2012
Bensussen Deutsch & Associates, LLC	EU	MOGA	1133019	7/23/2012
Bensussen Deutsch & Associates, LLC	INTL	MOGA	1133019	7/23/2012
Bensussen Deutsch & Associates, LLC	JAPAN	MOGA	1133019	7/25/2012
Bensussen Deutsch & Associates, LLC	MEXICO	MOGA	1334296	11/30/2012
Bensussen Deutsch & Associates, LLC	MEXICO	MOGA	1332355	11/28/2012
Bensussen Deutsch & Associates, LLC	PANAMA	MOGA	214791	7/25/2012
Bensussen Deutsch & Associates, LLC	PANAMA	MOGA	214790	7/25/2012
Bensussen Deutsch & Associates, LLC	USA	MOGA	4400904	9/10/2013
Bensussen Deutsch & Associates, LLC	USA	MOGA LOGO	4393332	8/27/2013
Bensussen Deutsch & Associates, LLC	USA	MOGA BOOST	4646018	7/24/2013
Bensussen Deutsch & Associates, LLC	USA	MOGA BOOST LOGO	4646019	7/24/2013
Bensussen Deutsch & Associates, LLC	USA	S-M-R-T LOCK	4777701	5/1/2013
Bensussen Deutsch & Associates, LLC	USA	S-M-R-T LOCK LOGO	4777702	5/1/2013

Trademark Applications:

Owner	Country	Trademark	Application No.	Filing Date
Bensussen Deutsch & Associates, LLC	Australia	FUS1ON	1534876	8/8/2012
Bensussen Deutsch & Associates, LLC	CANADA	AMPLIFY YOUR EXPERIENCE	1505094	11/23/2010

Owner	Country	Trademark	Application No.	Filing Date
Bensussen Deutsch & Associates, LLC	CANADA	FUS1ON	1589333	8/8/2012
Bensussen Deutsch & Associates, LLC	CANADA	A DESIGN	1592500	8/31/2012
Bensussen Deutsch & Associates, LLC	USA	BDA	85191632	12/6/2010
Bensussen Deutsch & Associates, LLC	USA	BDA Logo	85191663	12/6/2010
Bensussen Deutsch & Associates, LLC	USA	BD&A	85268668	3/16/2011

(F) Trademark Licenses

Bensussen Deutsch & Associates, LLC has entered into certain agreements with vendors pursuant to which it was granted rights to use such vendor's intellectual property on the terms set forth therein, including:

1. License Agreement dated as of January 1, 2014, between Bensussen Deutsch & Associates, LLC and Constellation Marketing Services, Inc., as amended from time to time.

2. SCE Asia Peripheral & Accessory License Agreement dated as of November 1, 2013, between Bensussen Deutsch & Associates, LLC and Sony Computer Entertainment Inc., as amended from time to time.

3. Merchandise License Agreement dated as of August 1, 2013, between Bensussen Deutsch & Associates, LLC and Cooperatie Activision Blizzard International U.A., as amended from time to time.

4. Merchandise License Agreement dated as of April 12, 2013, between Bensussen Deutsch & Associates, LLC and Activision Publishing, Inc., as amended from time to time.

5. Global Services Agreement dated as of January 1, 2012, between Bensussen Deutsch & Associates, LLC and Bank of America, N.A., as amended from time to time.

6. Merchandise Master Agreement dated as of August 3, 2011, between Bensussen Deutsch & Associates, LLC and Activision Blizzard International U.A., as amended from time to time.

7. Licensing and Merchandising Agreement dated as of June 1, 2011, between Bensussen Deutsch & Associates, LLC and Home Depot U.S.A., Inc., as amended from time to time.

8. Confidential Non-Exclusive License Agreement for Nintendo Product Accessories dated as of January 1, 2011, between Bensussen Deutsch & Associates, LLC and Nintendo of America Inc., as amended from time to time.

9. Microsoft Corporation Xbox 360 Development Kit (Peripherals) License dated as of December 8, 2010, between Bensussen Deutsch & Associates, LLC and Microsoft Corporation, as amended from time to time.

10. Trademark License Agreement dated as of January 1, 2010, between Bensussen Deutsch & Associates, LLC and PACCAR Inc., as amended from time to time.

11. Trademark License Agreement dated as of March 11, 2009, between Bensussen Deutsch & Associates, LLC and FedEx Corporate Services, Inc., as amended from time to time.

12. Caterpillar Trademark Merchandise License Agreement dated as of November 4, 2008, between Bensussen Deutsch & Associates, LLC and Caterpillar Inc., as amended from time to time.

13. Merchandise License Agreement dated as of July 1, 2008, between Bensussen Deutsch & Associates, LLC and Nintendo of America Inc., as amended from time to time.

14. License Agreement dated as of April 14, 2014, between Borrower and Disney Consumer Products Inc., as amended from time to time.

15. License Agreement dated as of February 6, 2014, between Borrower and Ford Motor Company, as amended from time to time.

16. Master Service Agreement dated as of December 22, 2010, between Borrower and Government Employees Insurance Company (GEICO), as amended from time to time.

17. Supply Agreement dated as of January 1, 2010, between Bensussen Deutsch & Associates, LLC and General Electric Company, as amended from time to time.

18. Standard Procurement Agreement dated as of January 1, 2011, between Bensussen Deutsch & Associates, LLC and Kellogg North America, as amended from time to time.

19. Licensee Agreement dated as of October 22, 2009, between Bensussen Deutsch & Associates, LLC and NFL Properties LLC, as amended from time to time.

20. Standard Procurement Agreement dated as of June 25, 2013, between Bensussen Deutsch & Associates, LLC and Starbucks, as amended from time to time.

21. Master Services Agreement dated as of April 30, 2009, between Bensussen Deutsch & Associates, LLC and Unilever, as amended from time to time.

22. Master Services Agreement dated as of July 23, 2015, between Bensussen Deutsch & Associates, LLC and The Boys and Girls Club of America, as amended from time to time.

23. Master E-Commerce and Merchandise Services Agreement dated as of September 1, 2014, between Bensussen Deutsch & Associates, LLC and NBCUniversal Media, LLC, as amended from time to time.

24. Master Services Agreement dated as of June 8, 2015, between Bensussen Deutsch & Associates, LLC and BP Products North America Inc., as amended from time to time.

In addition to the agreements listed above, Bensussen Deutsch & Associates, LLC has entered into various other contracts with other customers whereby such customer granted to Bensussen Deutsch & Associates, LLC a non-exclusive license to use such customer's intellectual property. Each of these other contracts have generated less than $3,000,000 annually in revenue.

(G) Trade Secret Licenses: None.

(H) Intellectual Property Exceptions

Domain Names:

Owner	Domain Name
Bensussen Deutsch & Associates, LLC	APURPLEROCK.ORG
Bensussen Deutsch & Associates, LLC	APURPLEROCK.XXX
Bensussen Deutsch & Associates, LLC	ATTOLYMPICCOLLECTION.COM
Bensussen Deutsch & Associates, LLC	ATTSPORTSTORE.COM
Bensussen Deutsch & Associates, LLC	AUTHENTICPERIOD.COM
Bensussen Deutsch & Associates, LLC	AUTHENTICPERIOD.NET
Bensussen Deutsch & Associates, LLC	AUTHENTICPERIOD.ORG
Bensussen Deutsch & Associates, LLC	BABOOSHKAH.COM
Bensussen Deutsch & Associates, LLC	BABOOSHKAH.ORG

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Bensussen Deutsch & Associates, LLC	BANKOFAMERICACANADASTORE.COM
Bensussen Deutsch & Associates, LLC	BANKOFAMERICASTORECANADA.COM
Bensussen Deutsch & Associates, LLC	BDA-CHINA.COM
Bensussen Deutsch & Associates, LLC	BDA-SPORTS.COM
Bensussen Deutsch & Associates, LLC	BDACONTESTS.COM
Bensussen Deutsch & Associates, LLC	BDADELLSIGNAGE.COM
Bensussen Deutsch & Associates, LLC	BDAELEMENTS.COM
Bensussen Deutsch & Associates, LLC	BDAGAMER.COM
Bensussen Deutsch & Associates, LLC	BDAGAMER.NET
Bensussen Deutsch & Associates, LLC	BDAIDEATIONSTATION.COM
Bensussen Deutsch & Associates, LLC	BDAINC.COM
Bensussen Deutsch & Associates, LLC	BDAIT.NET
Bensussen Deutsch & Associates, LLC	BDAORDERINTEL.COM
Bensussen Deutsch & Associates, LLC	BDAORDERINTEL.ORG
Bensussen Deutsch & Associates, LLC	BDAPOWERA.COM
Bensussen Deutsch & Associates, LLC	BDARESOURCECENTER.COM
Bensussen Deutsch & Associates, LLC	BDASPORTSMARKETING.COM
Bensussen Deutsch & Associates, LLC	BDASPORTSMARKETING.NET
Bensussen Deutsch & Associates, LLC	BDASPORTSMARKETING.ORG
Bensussen Deutsch & Associates, LLC	BDASUPPLIERALLIANCE.COM
Bensussen Deutsch & Associates, LLC	BDATEST43.COM
Bensussen Deutsch & Associates, LLC	BDPOWEROFA.COM
Bensussen Deutsch & Associates, LLC	BECHTELSTORE.COM
Bensussen Deutsch & Associates, LLC	BGCAESTORE.COM
Bensussen Deutsch & Associates, LLC	BGCAESTORE.ORG
Bensussen Deutsch & Associates, LLC	BPMERCHANDISESTORE.COM
Bensussen Deutsch & Associates, LLC	BRINGINGYOURBRANDTOLIFE.COM
Bensussen Deutsch & Associates, LLC	BRINGINGYOURBRANDTOLIFE.NET
Bensussen Deutsch & Associates, LLC	BRINGINGYOURBRANDTOLIFE.ORG
Bensussen Deutsch & Associates, LLC	BUYPOWERA.COM
Bensussen Deutsch & Associates, LLC	CONTROLLERGLOVE.BIZ
Bensussen Deutsch & Associates, LLC	CONTROLLERGLOVE.COM
Bensussen Deutsch & Associates, LLC	CONTROLLERGLOVE.NET
Bensussen Deutsch & Associates, LLC	CONTROLLERGLOVE.ORG
Bensussen Deutsch & Associates, LLC	CONTROLLERGLOVE.US
Bensussen Deutsch & Associates, LLC	DEUTSCHONBRAND.COM
Bensussen Deutsch & Associates, LLC	DEUTSCHONBRAND.INFO
Bensussen Deutsch & Associates, LLC	DEUTSCHONBRAND.NET
Bensussen Deutsch & Associates, LLC	DEUTSCHONBRAND.ORG
Bensussen Deutsch & Associates, LLC	FORDCOLLECTIONCANADA.COM
Bensussen Deutsch & Associates, LLC	FUELUPTOPLAY60STORE.COM

Bensussen Deutsch & Associates, LLC	GALLOICEBUCKET.COM
Bensussen Deutsch & Associates, LLC	GAMEONANYWHERE.COM
Bensussen Deutsch & Associates, LLC	GETPOWERA.COM
Bensussen Deutsch & Associates, LLC	HRBSTORE.COM
Bensussen Deutsch & Associates, LLC	IPHONEUNIVERSALREMOTE.NET
Bensussen Deutsch & Associates, LLC	IPODUNIVERSALREMOTE.COM
Bensussen Deutsch & Associates, LLC	IPODUNIVERSALREMOTE.NET
Bensussen Deutsch & Associates, LLC	IPOWERA.COM
Bensussen Deutsch & Associates, LLC	IPOWERA.NET
Bensussen Deutsch & Associates, LLC	JAYDEUTSCH.COM
Bensussen Deutsch & Associates, LLC	JAYDEUTSCH.INFO
Bensussen Deutsch & Associates, LLC	JAYDEUTSCH.NET
Bensussen Deutsch & Associates, LLC	JAYDEUTSCH.ORG
Bensussen Deutsch & Associates, LLC	LICENSEDPOWERA.COM
Bensussen Deutsch & Associates, LLC	LOWESZONESTORE.COM
Bensussen Deutsch & Associates, LLC	MAKINGYOURBRANDANEXPERIENCE.COM
Bensussen Deutsch & Associates, LLC	MAKINGYOURBRANDANEXPERIENCE.NET
Bensussen Deutsch & Associates, LLC	MAKINGYOURBRANDANEXPERIENCE.ORG
Bensussen Deutsch & Associates, LLC	MERCHAGENCY.BIZ
Bensussen Deutsch & Associates, LLC	MERCHAGENCY.COM
Bensussen Deutsch & Associates, LLC	MERCHAGENCY.NET
Bensussen Deutsch & Associates, LLC	MERCHAGENCY.ORG
Bensussen Deutsch & Associates, LLC	MERCHAGENCY.US
Bensussen Deutsch & Associates, LLC	MERCHANDISEAGENCY.COM
Bensussen Deutsch & Associates, LLC	MERCHANDISEAGENCY.ORG
Bensussen Deutsch & Associates, LLC	MERCHANDISEAGENCY.US
Bensussen Deutsch & Associates, LLC	MERCHANDISEPARTNERS.INFO
Bensussen Deutsch & Associates, LLC	MERCHANDISEPARTNERS.TV
Bensussen Deutsch & Associates, LLC	MOGA.MOBI
Bensussen Deutsch & Associates, LLC	MOGA.US.COM
Bensussen Deutsch & Associates, LLC	MOGAANYWHERE.COM
Bensussen Deutsch & Associates, LLC	MOGAGAMES.COM
Bensussen Deutsch & Associates, LLC	MOGAGAMES.INFO
Bensussen Deutsch & Associates, LLC	MOGAGAMES.NET
Bensussen Deutsch & Associates, LLC	MOGAGAMES.ORG
Bensussen Deutsch & Associates, LLC	MOGANYWHERE.COM
Bensussen Deutsch & Associates, LLC	MOGAPLAY.COM
Bensussen Deutsch & Associates, LLC	NFLALUMNIGEAR.COM
Bensussen Deutsch & Associates, LLC	NFLSHIELDSTORE.COM
Bensussen Deutsch & Associates, LLC	OFFICIALPOWERA.COM
Bensussen Deutsch & Associates, LLC	OFFICIALPOWERASITE.COM

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Bensussen Deutsch & Associates, LLC	POWERA.COM
Bensussen Deutsch & Associates, LLC	POWERAACCESSORIES.COM
Bensussen Deutsch & Associates, LLC	POWERABDA.COM
Bensussen Deutsch & Associates, LLC	POWERACONTESTS.COM
Bensussen Deutsch & Associates, LLC	POWERAGAMES.COM
Bensussen Deutsch & Associates, LLC	POWERAGAMING.COM
Bensussen Deutsch & Associates, LLC	POWERAGEAR.COM
Bensussen Deutsch & Associates, LLC	POWERAONLINE.COM
Bensussen Deutsch & Associates, LLC	POWERASHOP.COM
Bensussen Deutsch & Associates, LLC	POWERASITE.COM
Bensussen Deutsch & Associates, LLC	POWERASTORE.COM
Bensussen Deutsch & Associates, LLC	POWERASTORE.NET
Bensussen Deutsch & Associates, LLC	POWERAUNIVERSALREMOTE.COM
Bensussen Deutsch & Associates, LLC	POWERAUNIVERSALREMOTE.NET
Bensussen Deutsch & Associates, LLC	POWERSURFACECHARGER.COM
Bensussen Deutsch & Associates, LLC	POWERSURFACECHARGER.NET
Bensussen Deutsch & Associates, LLC	POWERSURFACECHARGER.ORG
Bensussen Deutsch & Associates, LLC	PREFERREDPARTNERPREMIER.COM
Bensussen Deutsch & Associates, LLC	QCALLIANCE.NET
Bensussen Deutsch & Associates, LLC	QUALITYCERTIFICATIONALLIANCE.COM
Bensussen Deutsch & Associates, LLC	QUALITYCERTIFICATIONALLIANCE.NET
Bensussen Deutsch & Associates, LLC	QUALITYCERTIFICATIONALLIANCE.ORG
Bensussen Deutsch & Associates, LLC	RUNINTOIT.COM
Bensussen Deutsch & Associates, LLC	RUNINTOIT.XXX
Bensussen Deutsch & Associates, LLC	SHOPMUNITIO.COM
Bensussen Deutsch & Associates, LLC	SHOPPOWERA.COM
Bensussen Deutsch & Associates, LLC	SMWESHOP.COM
Bensussen Deutsch & Associates, LLC	STUDIOBDA.COM
Bensussen Deutsch & Associates, LLC	SWITCHNCARRY.COM
Bensussen Deutsch & Associates, LLC	SWITCHNCARRY.NET
Bensussen Deutsch & Associates, LLC	SWITCHNCARRY.ORG
Bensussen Deutsch & Associates, LLC	TESTBDASITES.COM
Bensussen Deutsch & Associates, LLC	THEHEBCOMPANYSTORE.COM
Bensussen Deutsch & Associates, LLC	THEMERCHANDISEAGENCY.COM
Bensussen Deutsch & Associates, LLC	THEMERCHANDISEAGENCY.NET
Bensussen Deutsch & Associates, LLC	THEMERCHANDISEAGENCY.ORG
Bensussen Deutsch & Associates, LLC	THEMERCHANDISEAGENCY.US
Bensussen Deutsch & Associates, LLC	THENFLREDZONE.COM
Bensussen Deutsch & Associates, LLC	THENFLSHIELDSTORE.COM
Bensussen Deutsch & Associates, LLC	THEPOWERA.COM
Bensussen Deutsch & Associates, LLC	TOTHEPOWEROFA.COM

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Bensussen Deutsch & Associates, LLC	TOTHEPOWEROFA.NET
Bensussen Deutsch & Associates, LLC	TOTHEPOWEROFA.ORG
Bensussen Deutsch & Associates, LLC	TOY-SITE.COM
Bensussen Deutsch & Associates, LLC	UNIVERSALREMOTECASE.COM
Bensussen Deutsch & Associates, LLC	UNIVERSALREMOTECASE.NET
Bensussen Deutsch & Associates, LLC	WEMAKEYOURBRANDANEXPERIENCE.COM
Bensussen Deutsch & Associates, LLC	WEMAKEYOURBRANDANEXPERIENCE.NET
Bensussen Deutsch & Associates, LLC	WEMAKEYOURBRANDANEXPERIENCE.ORG
Bensussen Deutsch & Associates, LLC	WIIMOVEU.BIZ
Bensussen Deutsch & Associates, LLC	WIIMOVEU.COM
Bensussen Deutsch & Associates, LLC	WIIMOVEU.NET
Bensussen Deutsch & Associates, LLC	WIIMOVEU.ORG
Bensussen Deutsch & Associates, LLC	WIIMOVEU.US
Bensussen Deutsch & Associates, LLC	YOURMERCHANDISEAGENCY.COM
Bensussen Deutsch & Associates, LLC	YOURMERCHANDISEAGENCY.NET
Bensussen Deutsch & Associates, LLC	YOURMERCHANDISEAGENCY.ORG
Bensussen Deutsch & Associates, LLC	YOURMERCHANDISEAGENCY.US
Bensussen Deutsch & Associates, LLC	YV6DW.COM
Bensussen Deutsch & Associates, LLC	AMPLIFYYOUREXPERIENCE.XXX
Bensussen Deutsch & Associates, LLC	BDAINC.XXX
Bensussen Deutsch & Associates, LLC	BDASITES.XXX
Bensussen Deutsch & Associates, LLC	CLASSICACTIVATIONS.COM
Bensussen Deutsch & Associates, LLC	CONTROLLERGLOVE.XXX
Bensussen Deutsch & Associates, LLC	GAMEONMOGA.COM
Bensussen Deutsch & Associates, LLC	JAYDEUTSCH.XXX
Bensussen Deutsch & Associates, LLC	LINCOLNCOLLECTION.XXX
Bensussen Deutsch & Associates, LLC	MGAMSWAG.COM
Bensussen Deutsch & Associates, LLC	MINIREMOTE.XXX
Bensussen Deutsch & Associates, LLC	MOGAACE.BIZ
Bensussen Deutsch & Associates, LLC	MOGAACE.COM
Bensussen Deutsch & Associates, LLC	MOGAACE.NET
Bensussen Deutsch & Associates, LLC	MOGAACE.ORG
Bensussen Deutsch & Associates, LLC	MOGAANYWHERE.CO.UK
Bensussen Deutsch & Associates, LLC	MOGAANYWHERE.FR
Bensussen Deutsch & Associates, LLC	MOGAANYWHERE.XXX
Bensussen Deutsch & Associates, LLC	MOGABOOST.CO
Bensussen Deutsch & Associates, LLC	MOGABOOST.COM
Bensussen Deutsch & Associates, LLC	MOGABOOST.INFO
Bensussen Deutsch & Associates, LLC	MOGABOOST.NET
Bensussen Deutsch & Associates, LLC	MOGACONTROLLER.COM
Bensussen Deutsch & Associates, LLC	MOGAEVERYWHERE.BIZ

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Bensussen Deutsch & Associates, LLC	MOGAEVERYWHERE.COM
Bensussen Deutsch & Associates, LLC	MOGAEVERYWHERE.NET
Bensussen Deutsch & Associates, LLC	MOGAEVERYWHERE.ORG
Bensussen Deutsch & Associates, LLC	MOGAGAMING.COM
Bensussen Deutsch & Associates, LLC	MOGAHERO.BIZ
Bensussen Deutsch & Associates, LLC	MOGAHERO.COM
Bensussen Deutsch & Associates, LLC	MOGAHERO.NET
Bensussen Deutsch & Associates, LLC	MOGAHERO.ORG
Bensussen Deutsch & Associates, LLC	MOGAHEROPOWER.BIZ
Bensussen Deutsch & Associates, LLC	MOGAHEROPOWER.COM
Bensussen Deutsch & Associates, LLC	MOGAHEROPOWER.NET
Bensussen Deutsch & Associates, LLC	MOGAHEROPOWER.ORG
Bensussen Deutsch & Associates, LLC	MOGAIOS.BIZ
Bensussen Deutsch & Associates, LLC	MOGAIOS.COM
Bensussen Deutsch & Associates, LLC	MOGAIOS.NET
Bensussen Deutsch & Associates, LLC	MOGAIOS.ORG
Bensussen Deutsch & Associates, LLC	MOGANYWHERE.CO.UK
Bensussen Deutsch & Associates, LLC	MOGANYWHERE.FR
Bensussen Deutsch & Associates, LLC	MOGANYWHERE.XXX
Bensussen Deutsch & Associates, LLC	MOGAPROPOWER.BIZ
Bensussen Deutsch & Associates, LLC	MOGAPROPOWER.COM
Bensussen Deutsch & Associates, LLC	MOGAPROPOWER.NET
Bensussen Deutsch & Associates, LLC	MOGAPROPOWER.ORG
Bensussen Deutsch & Associates, LLC	MOGAREVOLUTION.COM
Bensussen Deutsch & Associates, LLC	MOGAUNIVERSE.COM
Bensussen Deutsch & Associates, LLC	MOGAWORLD.COM
Bensussen Deutsch & Associates, LLC	MOGAWP8.BIZ
Bensussen Deutsch & Associates, LLC	MOGAWP8.COM
Bensussen Deutsch & Associates, LLC	MOGAWP8.NET
Bensussen Deutsch & Associates, LLC	MOGAWP8.ORG
Bensussen Deutsch & Associates, LLC	MPIDEACENTER.COM
Bensussen Deutsch & Associates, LLC	MUNITIO.ME
Bensussen Deutsch & Associates, LLC	NFLSHIELDSTORE.XXX
Bensussen Deutsch & Associates, LLC	PLAYMOGA.COM
Bensussen Deutsch & Associates, LLC	POWERA.XXX
Bensussen Deutsch & Associates, LLC	POWERASTORE.XXX
Bensussen Deutsch & Associates, LLC	PROPACKMINI.XXX
Bensussen Deutsch & Associates, LLC	REFRESHINGPROMOS.COM
Bensussen Deutsch & Associates, LLC	REFRESHTHEGLOBE.COM
Bensussen Deutsch & Associates, LLC	ROCKINMYNINES.XXX
Bensussen Deutsch & Associates, LLC	SILICONEHOLLOWPOINTS.XXX

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Bensussen Deutsch & Associates, LLC	TEKNINES.XXX
Bensussen Deutsch & Associates, LLC	VERIZONBRANDEDGEAR.COM
Bensussen Deutsch & Associates, LLC	9MMEARPHONES.COM
Bensussen Deutsch & Associates, LLC	BALISTIKS.COM
Bensussen Deutsch & Associates, LLC	BDACARES.ORG
Bensussen Deutsch & Associates, LLC	BDACARES.XXX
Bensussen Deutsch & Associates, LLC	BDAFAMILYFOUNDATION.ORG
Bensussen Deutsch & Associates, LLC	BDASITES.COM
Bensussen Deutsch & Associates, LLC	BRANDINGLOYALTY.COM
Bensussen Deutsch & Associates, LLC	BRANDINGLOYALTY.XXX
Bensussen Deutsch & Associates, LLC	BULLETBUDS.COM
Bensussen Deutsch & Associates, LLC	BULLETBUDS.NET
Bensussen Deutsch & Associates, LLC	BULLETBUDZ.COM
Bensussen Deutsch & Associates, LLC	BULLETBUDZ.NET
Bensussen Deutsch & Associates, LLC	BULLETEARPHONE.COM
Bensussen Deutsch & Associates, LLC	BULLETHEADPHONES.COM
Bensussen Deutsch & Associates, LLC	CORPORATEWEBSTORE.COM
Bensussen Deutsch & Associates, LLC	CORPORATEWEBSTORE.NET
Bensussen Deutsch & Associates, LLC	CORPORATEWEBSTORE.ORG
Bensussen Deutsch & Associates, LLC	CUMMINSCATALOG.COM
Bensussen Deutsch & Associates, LLC	CUMMINSFILTRATIONSTORE.COM
Bensussen Deutsch & Associates, LLC	GESHOP.COM
Bensussen Deutsch & Associates, LLC	MAKTENS.COM
Bensussen Deutsch & Associates, LLC	MOGAPIVOT.COM
Bensussen Deutsch & Associates, LLC	MOGAPIVOTAPP.COM
Bensussen Deutsch & Associates, LLC	MOGATAKECONTROL.COM
Bensussen Deutsch & Associates, LLC	MUNITIO.ASIA
Bensussen Deutsch & Associates, LLC	MUNITIO.CA
Bensussen Deutsch & Associates, LLC	MUNITIO.MOBI
Bensussen Deutsch & Associates, LLC	ROCKINMYNINES.COM
Bensussen Deutsch & Associates, LLC	SUSANSROCK.BIZ
Bensussen Deutsch & Associates, LLC	SUSANSROCK.COM
Bensussen Deutsch & Associates, LLC	SUSANSROCK.INFO
Bensussen Deutsch & Associates, LLC	SUSANSROCK.NET
Bensussen Deutsch & Associates, LLC	SUSANSROCK.ORG
Bensussen Deutsch & Associates, LLC	SUSANSROCK.XXX
Bensussen Deutsch & Associates, LLC	THEBDAFOUNDATION.ORG

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EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") is made as of this __ day of _____, by **BENSUSSEN DEUTSCH & ASSOCIATES, LLC**, a limited liability company formed under the laws of the State of Washington (individually, "Grantors"), with an address at [_____], in favor of AMERICAN CAPITAL, LTD. ("ACAS"), a national banking association with an address at 2 Bethesda Metro Center, 14th Floor, Bethesda, Maryland, 20814, Attention: Compliance Officer.

W I T N E S E T H

WHEREAS, Grantors and Agent are parties to a certain Intellectual Property Security Agreement dated as of [_____] (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "**IP Agreement**"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to each Agent, Issuer, Lenders and each other Secured Party, Grantors have assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of each Agent, Issuer, Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral of each Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, Grantors have agreed that upon the acquisition by Grantor of any new Registered Intellectual Property, Grantor shall deliver to Agent a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantors shall reconfirm the grant by them of a security interest in all such newly acquired Registered Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantors agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent, Issuer, Lenders and each other Secured Party, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of Issuer, Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in,

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to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantors agree that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantors hereby authorize Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable

2. Representations and Warranties. Grantor hereby represents and warrants to Agent and to the Lenders that Schedule I hereto sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof.

3. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Page]
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IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTORS:

BENSUSSEN DEUTSCH & ASSOCIATES, LLC

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

AMERICAN CAPITAL LTD.

By: _____
Name: _____
Title: _____

[Signature Page to IP Security Agreement – Supplement Date _____]

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SCHEDULE I TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT DATED _____

RECORDED: 04/12/2016

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