

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441200

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Corsair Memory, Inc.		08/28/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Macquarie Capital Funding LLC, as Collateral Agent		
Street Address:	125 WEST 55TH STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Registration Number:	5032707	BULLDOG	
Registration Number:	4970090		
Registration Number:	4126901	CARBIDE SERIES	
Registration Number:	3209882	CORSAIR	
Registration Number:	4543724	CORSAIR	
Registration Number:	4154702	CORSAIR	
Registration Number:	4165120	CORSAIR	
Registration Number:	4543725	CORSAIR	
Registration Number:	4632898	CORSAIR VENGEANCE	
Registration Number:	4472269	CORSAIR VOYAGER AIR	
Registration Number:	3759817	DOMINATOR	
Registration Number:	3458911	FLASH PADLOCK	
Registration Number:	3900815	FLASH SURVIVOR	
Registration Number:	3089301	FLASH VOYAGER	
Registration Number:	3257248		
Registration Number:	4061097	GRAPHITE SERIES	
Registration Number:	5167296	HARPOON	
Registration Number:	4745418	HYDRO SERIES	
Registration Number:	4970567	KATAR	

CH \$940.00 5032707

Property Type	Number	Word Mark
Registration Number:	3851531	OBSIDIAN SERIES
Registration Number:	5064710	PRECISION FORGED
Registration Number:	4783387	SABRE
Registration Number:	3278784	
Registration Number:	4543727	
Registration Number:	4154704	
Registration Number:	5064744	SCIMITAR
Serial Number:	86607984	STRAFE
Registration Number:	3171392	VALUESELECT
Registration Number:	3999780	VENGEANCE
Registration Number:	4299074	VENGEANCE
Registration Number:	4867920	VOID
Registration Number:	4472270	VOYAGER AIR
Registration Number:	4472271	VOYAGER AIR
Serial Number:	87131340	GLAIVE
Serial Number:	87175849	CRYSTAL SERIES
Serial Number:	87232015	K70
Serial Number:	87353326	CORSAIR ONE

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: 6463667120

Email: iprecordations@whitecase.com

Correspondent Name: DANIEL GOLD/WHITE & CASE LLP

Address Line 1: 1221 AVENUE OF THE AMERICAS

Address Line 4: NEW YORK, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1134682-0043-N997
NAME OF SUBMITTER:	Daniel Gold
SIGNATURE:	/Daniel Gold/
DATE SIGNED:	08/29/2017

Total Attachments: 11

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of August 28, 2017 between each of the signatories hereto (collectively, the “**Grantor**”) in favor of **MACQUARIE CAPITAL FUNDING LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below). Capitalized terms used herein not otherwise defined herein has the meanings ascribed thereto in the Pledge and Security Agreement.

RECITALS:

WHEREAS, reference is made to that certain Second Lien Pledge and Security Agreement, dated as of August 28, 2017 (as it may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following:

(a) All United States copyrights, including but not limited to copyrights in software and all copyrights in and to databases, sound recordings, and all Mask Works (as defined under 17 U.S.C. § 901 of the U.S. Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights with respect to the foregoing, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor, including, without limitation, those set forth on Schedule 1 hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all proprietary rights in any material which is copyrightable and which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; and (vi) all Proceeds of the foregoing, including exclusive licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, “**Copyrights**”);

(b) All United States patents and certificates of invention, or similar industrial property, design or plant rights, including, but not limited to: (i) all registrations, provisional and applications therefor, including but not limited to those listed on Schedule 2 hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, “**Patents**”); and

(c) All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, and other source identifiers of a like nature, all registrations and applications for any of the foregoing including, but not limited to those listed on Schedule 3 hereto and (i) all extensions or renewals of any of the foregoing, (ii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iii) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to the related goodwill, and (iv) all Proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit (collectively, "**Trademarks**").

Section 2. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

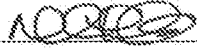
Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

CORSAIR MEMORY, INC.,
as a Grantor

By: 
Name: Nicholas B. Hawkins
Title: Chief Financial Officer and Secretary

[Signature Page to Second Lien Intellectual Property Security Agreement]

TRADEMARK
REEL: 006141 FRAME: 0614

MACQUARIE CAPITAL FUNDING LLC, as
Collateral Agent

By: Lisa Grushkin

Name: **Lisa Grushkin**
Title: **Authorized Signatory**

By: 

Name: **Ayesha Farooqi**
Title: **Authorized Signatory**

SCHEDULE 1 TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHTS

Grantor	Copyrights	Registration Date	Registration No.
Corsair Memory, Inc.	Flash voyager.	6/27/2005	VAu000673989

SCHEDULE 2 TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS

Grantor	Patents	Issue Date	Status	Patent No.
Corsair Memory, Inc.	Audio Wireless Remote Control	2/10/2010	Issued	DM/073 743
Corsair Memory, Inc.	THERMALLY ENHANCED MEMORY MODULE	N/A	11/757977 Nat Phase	N/A
Corsair Memory, Inc.	DC INTERCONNECT SCHEME FOR PSU	7/29/2014	Issued	8,791,605
Corsair Memory, Inc.	MONITORING MEMORY MODULE PARAMETERS IN HIGH PERFORMANCE COMPUTERS	5/5/2015	Issued	9,026,401
Corsair Memory, Inc.	MONITORING MEMORY MODULE PARAMETERS IN HIGH PERFORMANCE COMPUTERS	4/28/2015	Issued	9,020,781
Corsair Memory, Inc.	PCB INTERCONNECT SCHEME FOR PSU	10/16/2012	Issued	8,289,729
Corsair Memory, Inc.	HEAT SPREADER WITH FINS FOR A COMPUTER MEMORY MODULE	5/29/2012	Issued	D660,810
Corsair Memory, Inc.	LOW PROFILE HEAT SPREADER FOR A COMPUTER MEMORY MODULE	4/17/2012	Issued	D657,756
Corsair Memory, Inc.	ERGONOMIC MOUSE	8/27/2013	Issued	D688,664
Corsair Memory, Inc.	GAMING KEYBOARD FOR A GAMING DEVICE	7/23/2013	Issued	D686,616
Corsair Memory, Inc.	CONTOURED MOUSE	8/20/2013	Issued	D688,245
Corsair Memory, Inc.	BOOSTING MEMORY MODULE PERFORMANCE	12/3/2013	Issued	8,599,636
Corsair Memory, Inc.	GAMING KEYBOARD FOR A	7/23/2013	Issued	D686,617

Grantor	Patents	Issue Date	Status	Patent No
	GAMING DEVICE			
Corsair Memory, Inc.	HEAT SPREADER WITH FINS AND TOP BAR ON A MEMORY MODULE	11/11/2014	Issued	D717,251
Corsair Memory, Inc.	CONTROLLER CHARGER DOCK	5/21/2013	Issued	D682,780
Corsair Memory, Inc.	HEAT SPREADER ON A MEMORY MODULE	11/18/2014	Issued	D717,744
Corsair Memory, Inc.	GRAPHICS CARD COOLER	4/11/2017	Issued	9,622,386
Corsair Memory, Inc.	ACTIVELY COOLED LIQUID COOLING SYSTEM	Pub. Date: 6/9/2016	14/562264 Published	Pub. No. US-2016-0161998-A1
Corsair Memory, Inc.	MICRO HEAT PIPE COOLING SYSTEM	5/9/2017	Issued	9,645,619
Corsair Memory, Inc.	UNIFIED COMMUNICATION OF COMPUTER PERIPHERALS	App. Date: 10/12/2016	Published	App. No. 15/291,262
Corsair Memory, Inc.	MOUSE WITH TRANSLATING MODULE	App. Date: 6/10/2016	Published	App. No. 15/179,691
Corsair Memory, Inc.	BLOWER FAN COOLING SYSTEM	App. Date: 11/25/2015 Pub. Date: 5/25/2017	Published	App No. 14/952,837 Pub. No. US 2017-0146027 A1
Corsair Memory, Inc.	FORCED AND NATURAL CONVECTION LIQUID COOLER FOR PERSONAL COMPUTER	App. Date: 6/14/2016 Pub. Date: 2/23/2017	Published	App No. 15/182,355 Pub. No. US 2017-0052576 A1
Corsair Memory, Inc.	THERMALLY ENHANCED MEMORY MODULE	10/20/2009	Issued	7,606,034
Corsair Memory, Inc.	PCB INTERCONNECT SCHEME FOR PSU	10/16/2012	Issued	8,289,729
Corsair Memory, Inc.	MANAGING MEMORY MODULES	9/1/2009	Issued	7,584,006
Corsair Memory, Inc.	MICRO HEAT PIPE COOLING SYSTEM	5/9/2017	Issued	9,645,619
Corsair Memory, Inc.	MOUSE WITH TRANSLATING MODULE	Pub. Date: 2/16/2017	15/179691 Published	Pub. No. US-2017-0045959-A1
Corsair Memory, Inc.	FORCED AND NATURAL CONVECTION	Pub. Date: 2/23/17	15/182355 Published	Pub. No. US-2017-0052576-A1


Grantor	Patents	Issue Date	Status	Patent No
	LIQUID COOLER FOR PERSONAL COMPUTER			
Corsair Memory, Inc.	ILLUMINATED KEYBOARD	2/19/2008	Issued	7,333,031
Corsair Memory, Inc.	MEMORY STORAGE DEVICE	11/15/2011	Issued	D648,729
Corsair Memory, Inc.	MOUSE WITH TUNABLE CENTER OF GRAVITY	App. Date: 1/13/2017 Pub. Date: 7/20/2017	Published	App. No. 15406052 Pub. No. US- 2017-0205900
Corsair Memory, Inc.	PORTABLE COMPUTER GAMING CONTROL STATION	App. Date: 1/5/2017 Pub. Date: 7/6/2017	Published	App. No. 15399719 Pub. No. US- 2017-0192466
Corsair Memory, Inc.	HEAT SPREADER WITH FINS AND TOP BAR ON A MEMORY MODULE	7/19/2016	Issued	D761744

SCHEDULE 3 TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

Grantor	Trademarks	Registration Date	Status	Registration No.
Corsair Memory, Inc.	BULLDOG	30-Aug-2016	REGISTERED	5032707
Corsair Memory, Inc.		31-May-16	REGISTERED	4970090
Corsair Memory, Inc.	CARBIDE SERIES	10-Apr-2012	REGISTERED	4,126,901
Corsair Memory, Inc.	CORSAIR	20-Feb-2007	REGISTERED	3209882
Corsair Memory, Inc.	CORSAIR	3-Jun-2014	REGISTERED	4543724
Corsair Memory, Inc.	CORSAIR	5-Jun-2012	REGISTERED	4154702
Corsair Memory, Inc.		26-Jun-2012	REGISTERED	4165120
Corsair Memory, Inc.		3-Jun-2014	REGISTERED	4543725
Corsair Memory, Inc.	CORSAIR VENGEANCE (stylized and/or design) 	4-Nov-2014	REGISTERED	4632898
Corsair Memory, Inc.	CORSAIR VOYAGER AIR (Logo) 	21-Jan-2014	REGISTERED	4472269
Corsair Memory, Inc.	DOMINATOR	16-Mar-2010	REGISTERED	3,759,817
Corsair Memory, Inc.	FLASH PADLOCK	1-Jul-2008	REGISTERED	3,458,911
Corsair Memory, Inc.	FLASH SURVIVOR	4-Jan-2011	REGISTERED	3,900,815
Corsair Memory, Inc.	FLASH VOYAGER	9-May-2006	REGISTERED	3089301
Corsair Memory, Inc.	FLASH VOYAGER PRODUCT DESIGN	26-Jun-2007	REGISTERED	3257248

Grantor	Trademarks	Registration Date	Status	Registration No.
				
Corsair Memory, Inc.	GRAPHITE SERIES	22-Nov-2011	REGISTERED	4061097
Corsair Memory, Inc.	HARPOON	21-Mar-17	REGISTERED	5167296
Corsair Memory, Inc.	HYDRO SERIES	26-May-2015	REGISTERED	4745418
Corsair Memory, Inc.	KATAR	31-May-2016	REGISTERED	4970567
Corsair Memory, Inc.	OBSIDIAN SERIES	21-Sep-2010	REGISTERED	3851531
Corsair Memory, Inc.	PRECISION FORGED	18-Oct-2016	REGISTERED	5064710
Corsair Memory, Inc.	SABRE	28-Jul-2015	REGISTERED	4783387
Corsair Memory, Inc.	SAILS LOGO 	14-Aug-2007	REGISTERED	3278784
Corsair Memory, Inc.	SAILS LOGO 	3-Jun-2014	REGISTERED	4543727
Corsair Memory, Inc.	SAILS LOGO 	5-Jun-2012	REGISTERED	4154704
Corsair Memory, Inc.	SCIMITAR	18-Oct-2016	REGISTERED	5064744
Corsair Memory, Inc.	STRAFE	Application Date: 23-Apr-2015	PENDING	Application No. 86607984
Corsair Memory, Inc.	VALUESELECT	14-Nov-2006	REGISTERED	3171392
Corsair Memory, Inc.	VENGEANCE	19-Jul-2011	REGISTERED	3999780
Corsair Memory, Inc.	VENGEANCE	5-Mar-2013	REGISTERED	4299074
Corsair Memory,	VOID	8-Dec-2015	REGISTERED	4867920

Grantor	Trademarks	Registration Date	Status	Registration No.
Inc.				
Corsair Memory, Inc.	VOYAGER AIR	21-Jan-2014	REGISTERED	4472270
Corsair Memory, Inc.	VOYAGER AIR (Logo) 	21-Jan-2014	REGISTERED	4472271
Corsair Memory, Inc.	GLAIVE	Application Date: 8-Aug-2016	ALLOWED	Application No. 87/131340
Corsair Memory, Inc.	CRYSTAL SERIES	Application Date: 19-Sep-2016	ALLOWED	Application No. 87/175849
Corsair Memory, Inc.	K70	Application Date: 9-Nov-2016	PENDING	Application No. 87/232015
Corsair Memory, Inc.	Corsair One	Application Date: 28-Feb-2017	PENDING	Application No. 87353326