

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446978

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Troxell Communications, Inc.		10/11/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC		
Street Address:	300 South Wacker Drive		
Internal Address:	Suite 3500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4202310	TROXELL	
Registration Number:	4372996	TROX	
Registration Number:	4372995	TXL	
Registration Number:	4372994	WE ACCELERATE . . .	
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:	3127823939		
Email:	jgatenio@jonesday.com		
Correspondent Name:	Jaime Gatenio		
Address Line 1:	77 West Wacker Dr., Suite 3500		
Address Line 2:	c/o Jones Day		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	576818-620020		
NAME OF SUBMITTER:	Jaime Gatenio		
SIGNATURE:	/Jaime Gatenio/		
DATE SIGNED:	10/12/2017		

OP \$115.00 4202310

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of October 11, 2017, is made by TROXELL COMMUNICATIONS, INC., a Delaware corporation (together with its successors and assigns, the "Grantor") and TWIN BROOK CAPITAL PARTNERS, LLC, as administrative agent ("Agent"), for the benefit of the Lenders (as defined in the Credit Agreement referred to below):

RECITALS:

WHEREAS, Grantor owns the trademarks and trademark applications listed on Exhibit A hereto.

WHEREAS, reference is made to that certain Credit Agreement dated as of March 7, 2017 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Grantor and INTEGRATED AV SYSTEMS, LLC, a Delaware limited liability company ("Integratved AV"; together with Grantor, collectively, the "Borrowers"), the additional Persons joined thereto as Borrowers, from time to time, pursuant to the terms thereof, Grantor, as a guarantor, the financial institutions from time to time party thereto (together with their respective successors and assigns, the "Lenders") and Agent.

WHEREAS, pursuant to that certain Guaranty and Security Agreement dated as of March 7, 2017, in favor of Agent (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"), Grantor has granted to Agent for the ratable benefit of the secured parties referred to in the Collateral Agreement (in such capacity, together with its successors in such capacity pursuant to the terms of the Collateral Agreement, "Grantee") a continuing security interest in all of its Collateral (including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below)), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement).

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor (intending to be legally bound) hereby agrees as follows:

1. Defined Terms. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant of Security Interest. As collateral security for the prompt and complete payment when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Collateral Agreement), Grantor hereby pledges and grants to the Grantee a continuing security interest in all right, title and interest of Grantor in and to certain Collateral (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now existing or hereafter acquired, which includes the following:

- (a) any and all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, 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 all common-law rights related thereto owned by Grantor, including, without limitation, each trademark registration and application listed on Exhibit A hereto (but excluding any “intent-to-use” applications for trademarks filed under Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, until such time as Grantor begins to use such trademarks);
- (b) all extensions and renewals of any of the foregoing;
- (c) all of the goodwill of the business connected with the use of, or symbolized by, any of the foregoing; and
- (d) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any trademark owned by Grantor, including, without limitation, any trademark listed on Exhibit A hereto, or injury to the goodwill associated with any of the foregoing.

3. Reference to Separate Agreements. This Agreement has been entered into by Grantor and the Grantee primarily for recording purposes. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Grantee (or, if and as applicable, Lenders) under and pursuant to the Credit Agreement (or the Collateral Agreement) but rather is intended to facilitate the exercise of such rights and remedies. Grantee shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Credit Agreement (and the Collateral Agreement), all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Credit Agreement, the terms and provisions of the Credit Agreement shall govern.

4. Power of Attorney. Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee’s discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Agreement and to accomplish the purposes hereof.

5. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK

APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[SIGNATURE PAGES FOLLOW]

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

TROXELL COMMUNICATIONS, INC., as
Grantor

By: 
Name: Michael Fabio
Title: VP of Finance and Treasurer

[Troxe] - Trademark Security Agreement

TRADEMARK
REEL: 006180 FRAME: 0955

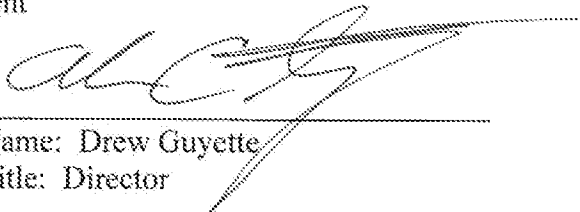
ACKNOWLEDGED:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: _____

Name: Drew Guyette

Title: Director

A handwritten signature in black ink, appearing to read 'Drew Guyette', is written over a horizontal line. The signature is stylized and extends above and below the line.

[Troxell - Trademark Security Agreement]

TRADEMARK
REEL: 006180 FRAME: 0956

EXHIBIT A

TRADEMARK REGISTRATIONS & APPLICATIONS

Grantor	Mark	Application/ Registration No.	App/Reg Date
Troxell Communications, Inc.	TROXELL	4202310	September 4, 2012
Troxell Communications, Inc.	TROX	4372996	July 23, 2013
Troxell Communications, Inc.	TXL	4372995	July 23, 2013
Troxell Communications, Inc.	WE ACCELERATE...	4372994	July 23, 2013