

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM453179

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SoundWorks, Inc.		12/04/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MidCap Financial Trust, as Administrative Agent		
Street Address:	7255 Woodmont Avenue, Suite 200		
Internal Address:	c/o MidCap Financial Services, LLC, as Servicer		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	DELAWARE STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4330951	AMBIANCE	
Registration Number:	4330950	AMBIANCE TOUCH	
Registration Number:	2453537	BASSCUBE	
Registration Number:	2035284	CAMBRIDGE SOUNDWORKS	
Registration Number:	4640662	CAMBRIDGE SOUNDWORKS	
Registration Number:	4738359	CAMBRIDGE SOUNDWORKS	
Registration Number:	2586692	MEGAWORKS	
Registration Number:	2149745	MICROWORKS	
Registration Number:	4314685	OONTZ	
Registration Number:	4871413	OONTZ	
Registration Number:	5076867	OONTZ BUDZ	
Registration Number:	2235077	PCWORKS	
Registration Number:	1980161	SOUNDWORKS BY HENRY KLOSS	
Registration Number:	1980160	SOUNDWORKS	
Registration Number:	5054403	SOUNDWORKS	
Registration Number:	1978464	THE SURROUND	
Registration Number:	2149851	TOWER	
Registration Number:	4467237	WORLD RADIO	

CH \$465.00 4330951

CORRESPONDENCE DATA**Fax Number:** 6175269899

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: 6175269628**Email:** cslattery@proskauer.com**Correspondent Name:** Christine Slattery**Address Line 1:** Proskauer Rose LLP**Address Line 2:** One International Place, 23rd Floor**Address Line 4:** Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	51375 / 014
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NAME OF SUBMITTER:	Christine Slattery
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SIGNATURE:	/Christine Slattery/
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DATE SIGNED:	12/05/2017
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Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of December 4, 2017 among the Grantor listed on the signature pages hereof (the “**Grantor**”) and MIDCAP FINANCIAL TRUST, in its capacity as administrative agent for the Lenders (together with its successors and assigns in such capacity, “**Administrative Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of October 31, 2016 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the “**Credit Agreement**”), among TG MIDCO, LLC, a Delaware limited liability company (“**Initial Borrower**”), upon consummation of the Acquisition (as defined therein), TRADEMARK GLOBAL, LLC, a Delaware limited liability company (“**Trademark OpCo**”), and TRADEMARK GAMES HOLDINGS, LLC, a Delaware limited liability company (“**Trademark Parent**”; Initial Borrower and, upon consummation of the Acquisition, Trademark OpCo and Trademark Parent, collectively “**Borrowers**”, and individually, a “**Borrower**”), the Lenders (as defined therein) party thereto from time to time, the Guarantors (as defined therein) party thereto from time to time, and Administrative Agent, Lenders have agreed to make Loans (as defined therein) to Borrowers from time to time pursuant to the terms and subject to the conditions set forth therein; and

WHEREAS, Lenders are willing to make Loans to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties (as defined in the Security Agreement, defined below), that certain Security and Pledge Agreement dated as of October 31, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a valid and continuing first priority security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of Grantor's Trademark registrations, Trademark applications and Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all goodwill with respect to the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not extend to any intent-to-use United States trademark applications for so long as and to the extent that such intent-to-use United States trademark applications constitute Excluded Collateral.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations of the Grantor, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor, or any of them, to Administrative Agent, the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and in furtherance of the security interests and Liens granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and to the extent a conflict exists, the terms of the Security Agreement control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. If Grantor shall file an application for the registration of any trademark with the United States Patent and Trademark Office, Grantor shall report such filing to Administrative Agent within five (5) Business Days after the last day of the fiscal quarter in which such filing occurs (in accordance with Section 4(k) of the Security Agreement). Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Administrative Agent unilaterally (but Administrative Agent shall be under no obligation) to modify this Trademark Security Agreement by amending Schedule 1 to include any such new trademark rights of Grantor, which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no delay or failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Administrative Agent's valid and

continuing security interest in all Collateral (including without limitation the Trademark Collateral), whether or not listed on Schedule 1.

6. SUCCESSORS IN INTEREST. This Trademark Security Agreement shall be binding upon Grantor, its successors and assigns and shall inure, together with the rights and remedies of Administrative Agent and the other Secured Parties hereunder, to the benefit of Administrative Agent and the other Secured Parties and their successors and assigns.

7. COUNTERPARTS; INTEGRATION. This Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) may be executed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Trademark Security Agreement and the other Financing Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed signature page of this Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof or thereof.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Financing Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Financing Document refer to this Trademark Security Agreement or such other Financing Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Financing Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Financing Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Financing Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash in accordance with the terms of the Credit Agreement (or cash collateralization in accordance with the terms thereof) of all Obligations other than unasserted Contingent Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Financing Document shall be satisfied by the transmission of a Record, and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

9. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN

ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

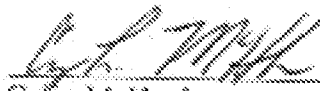
10. MISCELLANEOUS. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections **12.1** (*Survival*), **12.2** (*No Waivers*), **12.3** (*Notices*), **12.4** (*Severability*), **12.5** (*Amendments and Waivers*), **12.7** (*Headings*), **12.10** (*SUBMISSION TO JURISDICTION*) **12.11** (*WAIVER OF JURY TRIAL*), **12.13** (*Counterparts; Integration*), and **12.14** (*No Strict Construction*) of the Credit Agreement are hereby incorporated herein by reference and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein.

[Signature pages follow]

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

GRANTOR:

SOUNDWORKS, INC.,
as a Grantor

By: 
Name: Craig McLough
Title: President


[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED:

MIDCAP FINANCIAL TRUST,
as Administrative Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 

Name: Maurice Amsellem

Title: Authorized Signatory

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT
REGISTERED TRADEMARKS

TITLE	COUNTRY	STATUS	APPLICATION NUMBER	DATE FILED	REG. NUMBER	REG. DATE
Ambiance	United States of America	Registered	85679872	18-Jul-12	4330951	7-May-13
Ambiance Touch	United States of America	Registered	85679863	18-Jul-12	4330950	7-May-13
Basscube	United States of America	Registered	75485012	14-May-98	2453537	22-May-01
Cambridge Soundworks	United States of America	Registered	75032143	13-Dec-95	2035284	4-Feb-97
Cambridge Soundworks	United States of America	Registered	86243392	4-Apr-14	4640662	18-Nov-14
Cambridge Soundworks	United States of America	Registered	86391210	10-Sep-14	4738359	19-May-15
Megaworks	United States of America	Registered	78074243	17-Jul-01	2586692	25-Jun-02
Microworks	United States of America	Registered	75124162	24-Jun-96	2149745	7-Apr-98
Oontz	United States of America	Registered	85604873	23-Apr-12	4314685	2-Apr-13
Oontz	United States	Registered	86262799	25-Apr-14	4871413	15-Dec-15

	of America					
Oontz Budz	United States of America	Registered	86920057	25-Feb-16	5076867	8-Nov-16
PCworks	United States of America	Registered	75278330	15-Apr-97	2235077	23-Mar-99
Soundworks by Henry Kloss	United States of America	Registered	74548008	11-Jul-94	1980161	11-Jun-96
Soundworks	United States of America	Registered	74547864	11-Jul-94	1980160	11-Jun-96
Soundworks	United States of America	Registered	86921512	26-Feb-16	5054403	4-Oct-16
The Surround	United States of America	Registered	74701616	17-Jul-95	1978464	4-Jun-96
Tower	United States of America	Registered	75144855	5-Aug-96	2149851	7-Apr-98
WORLD RADIO	United States of America	Registered	85681100	19-Jul-12	4467237	14-Jan-14

LICENSES

Outbound Licenses:

Trade Mark License Agreement, dated April 17, 2017, by and between Shenzhen Angsi Technology Co., Ltd. and the Company.

Inbound Licenses:

1. Bluetooth MCA.
2. Bluetooth Patent and Copyright License.
3. Bluetooth Trademark License.

4. Settlement and Co-Existence Agreement, dated October 1, 2015, by and between the University of Cambridge and the Company.