

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468895

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DPI, Inc.		04/02/2018	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	MAIN STREET CAPITAL CORPORATION		
Street Address:	1300 Post Oak Boulevard, Suite 800		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	4053982	CULINAIR BY DPI	
Registration Number:	3648007	DPI	
Registration Number:	2656489	GPX	
Registration Number:	2728063	GP GPX	
Registration Number:	1085908	GRAN PRIX	
Registration Number:	4277338	GROOVETUNES	
Registration Number:	4345561	ALEX ANIMAL FARMS	
Registration Number:	3071820	SPORTX	
Registration Number:	4245563	SPORTX	
Registration Number:	4509032	WEATHERX	
Registration Number:	1778287	YORX	
Registration Number:	4243829	ZEKI	
Registration Number:	1557540	MEMOREX	
Registration Number:	1561916	MEMOREX	
Registration Number:	1686110	MEMOREX	
Registration Number:	2599345	MEMOREX	
Registration Number:	3917502	MEMOREX	
Registration Number:	4534121	MEMOREX LIVE	
Registration Number:	4361961	MEMOREX SECURE	

CH \$540.00 4053982

Property Type	Number	Word Mark
Registration Number:	5223142	GRAN PRIX
Registration Number:	5299873	SKY RIDER

CORRESPONDENCE DATA

Fax Number: 7132360822
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: 713-220-5810
Email: mwendlandt@akingump.com, kkoehler@akingump.com

Correspondent Name: Matthew H. Wendlandt
Address Line 1: 1111 Louisiana Street 44th Floor
Address Line 4: Houston, TEXAS 77002

NAME OF SUBMITTER:	Kwan Koehler
SIGNATURE:	/Kwan Koehler/
DATE SIGNED:	04/06/2018

Total Attachments: 23
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**INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is made as of April 2, 2018, by each of DPI, INC., a Missouri corporation (the “*Company*”), and certain of the Company’s Subsidiaries (collectively with the Company, “*Grantors*” and each, individually, a “*Grantor*”), for the benefit of MAIN STREET CAPITAL CORPORATION, a Maryland corporation, as administrative agent and collateral agent (in such capacity, together with any successor Agent under the Loan Agreement (defined below), “*Secured Party*”) for itself and the other Lenders (defined below).

RECITALS:

WHEREAS, Grantors, as borrowers, each lender from time to time party thereto (collectively, the “*Lenders*”), and Secured Party, as administrative agent and collateral agent for itself and the other Lenders, have entered into that certain Loan Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Loan Agreement*”); and

WHEREAS, the execution and delivery of this Agreement is a condition precedent to the Lenders’ execution and delivery of the Loan Agreement and their agreement to extend credit to Grantors pursuant to the Loan Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Loan Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and as an inducement to Lenders to enter into the Loan Agreement and extend credit to Grantors, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms which are defined in the Loan Agreement and used herein are so used as so defined, and the following terms shall have the following meanings:

Collateral has the meaning assigned to it in *Section 2* of this Agreement.

Copyrights means all types of protective rights granted (or applications therefor) for any work that constitutes copyrightable subject matter, including without limitation, literary works, musical works, dramatic works, pictorial, graphic and sculptural works, motion pictures and other audiovisual works, sound recordings, architectural works, in any country of the world and including, without limitation, any works referred to in *Schedule A* attached hereto.

Copyright License means any agreement material to the operation of any Grantor’s businesses, whether written or oral, providing for the grant by or to such Grantor of any right to reproduce a copyrighted work, to prepare derivative works based

on a copyrighted work, to distribute copies of a copyrighted work, to perform a copyrighted work or to display a copyrighted work, or to engage in any other legally protected activity with respect to a copyrighted work.

Intellectual Property means all Patents, Patent Licenses, Trademarks, Trademark Licenses, Copyrights, Copyright Licenses, Trade Secrets, Inventions, Know-how and Other Proprietary Property or technology, and agreements relating thereto, including, without limitation, any and all improvements and future developments material to the operation of any Grantor's businesses, as defined herein and/or referred to in **Schedules A, B, and C** attached hereto.

Invention means any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof that is material to the operation of any Grantor's businesses and developed by any Grantor, its employees or agents, whether or not the subject of Patent(s) or Patent application(s).

Know-how means any knowledge or information that is material to any Grantor's business and that enables such Grantor to operate its business with the accuracy, efficiency or precision necessary for commercial success.

Other Proprietary Property means all types of protectable intangible property rights other than Patents, Trademarks and Copyrights, including without limitation, Trade Secrets, Know-how, computer software and the like.

Patents means all types of exclusionary or protective rights granted (or applications therefor) for inventions in any country of the world (including, without limitation, letters patent, plant patents, utility models, breeders' right certificates, inventor's certificates and the like), and all reissues and extensions thereof and all provisionals, divisions, continuations and continuations-in-part thereof, including, without limitation, all such rights referred to in **Schedule B** attached hereto.

Patent License means any agreement material to the operation of any Grantor's business, whether written or oral, providing for the grant by or to such Grantor of any right to manufacture, use or sell any Invention covered by a Patent.

Proceeds means "proceeds," as such term is defined in Section 9-102(a)(64) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to any Grantor, from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to any Grantor from time to time in connection with any taking of all or any part of the Collateral by any governmental authority or any Person acting under color of governmental authority, (c) all judgments in favor of any Grantor in respect of the Collateral and (d) all other amounts from time to time paid or payable to any Grantor or received or receivable by any Grantor under or in connection with any of the Collateral.

Trade Secret means any scientific or technical information, design, process, pattern, procedure, formula or improvement which is secret and of value.

Trademarks means (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designs and general intangibles of like nature, and other sources of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, now existing or hereafter acquired and material to the businesses of any Grantor, and (b) all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed in a national, state or local governmental authority of any country, including, without limitation, all such rights referred to in **Schedule C** attached hereto.

Trademark License means any agreement, material to the businesses of any Grantor, written or oral, providing for the grant by or to such Grantor of any right to use any Trademark.

UCC means the Uniform Commercial Code as adopted in Missouri (or any other relevant jurisdiction, as the context may require) and as amended from time to time.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations and any and all other covenants and obligations of each Grantor under the Loan Documents, each Grantor hereby assigns to Secured Party for the ratable benefit of Secured Party and the Lenders, and grants to Secured Party for the ratable benefit of itself and the Lenders a continuing security interest in all of such Grantor's right, title and interest in and to the Intellectual Property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including but not limited to all Intellectual Property referred to in **Schedules A, B, and C** attached hereto and all Proceeds and products of any and all of the Intellectual Property (collectively, the "**Collateral**").

3. Representations and Warranties Concerning the Intellectual Property. Each Grantor represents and warrants as of the Closing Date, that:

(a) **Schedule A** attached hereto includes all registered Copyrights and applications therefor, **Schedule B** attached hereto includes all granted Patents and applications therefor, and **Schedule C** attached hereto includes all registered Trademarks and applications therefor, in each case, owned by such Grantor in its own name or as to which such Grantor has any colorable claim of ownership that are material to the business of such Grantor as of the date hereof.

(b) Such Grantor is the sole legal and beneficial owner of the entire right, title and interest in and to the Collateral of such Grantor, and/or has the unrestricted right to use all such Collateral pursuant to a valid license or other agreement.

(c) Such Grantor's rights in and to the Collateral of such Grantor are valid, subsisting, unexpired, enforceable and have not been abandoned.

(d) All licenses, franchise agreements and other agreements conveying rights in and to the Collateral of such Grantor are in full force and effect. Such Grantor is not in

default under any such agreement, and, to the best knowledge of such Grantor, no event has occurred which might constitute a default by such Grantor under any such agreement.

(e) All of the Collateral is free and clear of any and all Liens, security interests, options, licenses, pledges, assignments and/or encumbrances of any kind other than Permitted Liens, and such Grantor has not granted any release, covenant not to sue, or non-assertion assurance to any third party with respect to any of the Intellectual Property of such Grantor.

(f) All prior transfers and assignments of the interests of any and all predecessors in the Intellectual Property of such Grantor were duly and validly authorized, executed, delivered, recorded and filed as required to vest such Grantor with complete, unrestricted ownership rights therein.

(g) Such Grantor has not, within the three (3) months prior to the date of execution of this Agreement, executed and/or delivered any assignment, transfer or conveyance of any of the Intellectual Property, recorded or unrecorded.

(h) Except as stated in Schedule 7.5(A) of the Loan Agreement, (i) no proceedings have been instituted or are pending or, to such Grantor's knowledge, threatened that challenge such Grantor's rights to use any Intellectual Property or Other Proprietary Property of such Grantor, or to register or maintain the registration of the Intellectual Property of such Grantor, (ii) no holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of any such Intellectual Property, and (iii) no action or proceeding is pending (i) seeking to limit, cancel or question the validity of any such Intellectual Property or such Grantor's ownership thereof or (ii) which, if adversely determined, would reasonably be likely to have a material adverse effect on the value of any of such Intellectual Property.

(i) To the best of such Grantor's knowledge, the current conduct of such Grantor's business and such Grantor's rights in and to all of the Intellectual Property and Other Proprietary Property do not conflict with or infringe any proprietary right of any third party in any way which adversely affects the business, financial condition or business prospects of such Grantor. Except as stated in Schedule 7.5(A) of the Loan Agreement, such Grantor is not aware of any claim by any third party that such conduct or such rights conflict with or infringe any valid proprietary right of any third party in any way which affects the business, financial condition or business prospects of such Grantor. Such Grantor is not making and has not made use of any confidential information of any third party except pursuant to express agreement of such third party.

(j) Such Grantor is unaware of any infringement by any other party upon its Intellectual Property rights. Such Grantor has heretofore exerted, continues and affirmatively covenants that it will hereafter continue to exert commercially reasonable efforts to prevent any infringement by third parties of such Grantor's Intellectual Property rights or any theft of such Grantor's Other Proprietary Property at such Grantor's reasonable cost.

4. Covenants. Each Grantor covenants and agrees with Secured Party that, from and after the date of this Agreement until the Obligations are paid in full:

(a) From time to time, upon the reasonable written request of Secured Party, and at the reasonable expense of Grantors, such Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Secured Party may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the UCC in effect in any jurisdiction with respect to the Liens created hereby. Such Grantor also hereby authorizes Secured Party to file any such financing or continuation statement without the signature of such Grantor to the extent permitted by applicable law, which financing or continuation statements may indicate the Collateral as “all assets of debtor,” “the Collateral described in the Security Agreement” or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC of the jurisdiction wherein such financing statement or amendment is filed, or as being of an equal or lesser scope or with greater detail, and contain any other information required by Article 9 of the UCC of the jurisdiction wherein such financing statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement or amendment. A carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

(b) Such Grantor will not create, incur or permit to exist, will take all commercially reasonable actions to defend the Collateral against, and will take such other commercially reasonable action as is necessary to remove, any Lien or claim on or to the Collateral, other than the Permitted Liens and the Liens created hereby, and other than as permitted pursuant to the Loan Agreement, and will take all commercially reasonable actions to defend the right, title and interest of Secured Party in and to any of the Collateral against the claims and demands of all persons whomsoever.

(c) Except as indicated in Schedule A, B or C, such Grantor will not sell, transfer, license or sub-license or otherwise dispose of any of the Collateral, or attempt, offer or contract to so do.

(d) Such Grantor will advise Secured Party promptly, in reasonable detail, at its address set forth in the Loan Agreement, (i) of any Lien (other than Liens created hereby or permitted under the Loan Agreement) on, or claim asserted against, any Collateral and (ii) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the Liens created hereunder.

(e)

(i) Such Grantor (either itself or through licensees) will, except with respect to (i) any Trademark that such Grantor shall reasonably determine is of immaterial economic value to such Grantor and (ii) any Trademark which Grantor

has indicated on *Schedule C* will be abandoned, (A) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (B) maintain as in the past the quality of products and services offered under such Trademark, (C) use reasonable efforts to employ such Trademark with the appropriate notice of registration, (D) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless within thirty (30) days after such use or adoption Secured Party shall obtain a perfected security interest in such mark pursuant to this Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

(ii) Such Grantor will not, except with respect to (a) any Patent that such Grantor shall reasonably determine is of immaterial economic value to it and (b) any Patent which Grantor has indicated on *Schedule B* will be abandoned, do any act, or omit to do any act, whereby any Patent may become abandoned or dedicated. Without the prior written consent of Secured Party, such Grantor shall not abandon any right to file a patent application, or abandon any pending patent application or patent if such abandonment would have a material adverse effect on the business of such Grantor.

(iii) Such Grantor will promptly notify Secured Party if it knows, or has reason to know, that any application relating to any Patent, Trademark or Copyright may become abandoned or dedicated, or of any adverse determination or material development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any applicable court or tribunal in any country) regarding such Grantor's ownership of any Patent, Trademark or Copyright, or its right to register the same or to keep and maintain the same; provided that an indication on *Schedule A, B or C* that any Intellectual Property will be abandoned shall constitute sufficient notice for purposes of this section.

(iv) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for any Patent or for the registration of any Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing to Secured Party within five (5) business days after the last day of the fiscal quarter in which such filing occurs. Upon the reasonable request of Secured Party, such Grantor shall execute and deliver any and all reasonably necessary agreements, instruments, documents, and papers as Secured Party may reasonably request to evidence Secured Party's security interest in any newly filed Patent, Copyright or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby, and such Grantor hereby appoints Secured Party as its attorney-in-fact, if Default has occurred and is continuing, to execute and file all such writings for the foregoing purposes, all acts of such

attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full.

(v) Such Grantor, except with respect to (a) any Patent, Trademark or Copyright such Grantor shall reasonably determine is of immaterial economic value to it and (b) any Intellectual Property which Grantor has indicated on **Schedules A, B or C** will be abandoned, will take all reasonable and necessary steps, including, without limitation, in any proceedings before any tribunal, office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration or Patent) and to maintain each Patent and each registration of Trademarks and Copyrights, including, without limitation, filing of applications, applications for reissue, renewal or extensions, the payment of maintenance fees, participation in reexamination, opposition and infringement proceedings, and the filing of renewal applications, affidavits of use and affidavits of incontestability, in each case when appropriate. Any reasonable expenses incurred in connection with such activities shall be paid by such Grantor.

(vi) In the event such Grantor knows or has reason to know that any Patent, Trademark or Copyright included in the Collateral is infringed, misappropriated or diluted by a third party, such Grantor shall promptly notify Secured Party after it learns thereof and shall, unless such Grantor (a) shall reasonably determine that such Patent, Trademark or Copyright is of immaterial economic value to such Grantor, which determination such Grantor shall promptly report to Secured Party or (b) has indicated on **Schedule A, B or C** that it plans to abandon such Intellectual Property, promptly sue for infringement, misappropriation or dilution, or take such other actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Collateral.

(vii) If requested by Secured Party, such Grantor will furnish to Secured Party statements, schedules and an inventory identifying and describing the Collateral, including without limitation, all Intellectual Property acquired subsequent to the date of this Agreement and not identified on **Schedules A, B, and C** attached hereto, all transfers, assignments, licenses or sub-licenses of the Collateral by such Grantor, and such other information in connection with the Collateral as Secured Party may reasonably request, all in reasonable detail. Any such Intellectual Property shall automatically become part of the Collateral.

(f) Such Grantor agrees that it will cause each of its Subsidiaries (other than any Excluded Subsidiary) that is created or acquired after the Closing Date, within thirty (30) days of such Subsidiary's creation or acquisition by such Grantor, to execute and deliver a Joinder Agreement, agreeing to become a Grantor under this Agreement, together with supplements to the Schedules hereto setting forth all relevant information with respect to such party as of the date of such delivery. Upon execution of such Joinder Agreement by each such Subsidiary, such Subsidiary shall become a Grantor for all purposes of this Agreement, will become a party to, and will be bound by all the terms of, this Agreement.

5. Secured Party's Appointment as Attorney-in-Fact.

(a) Each Grantor hereby irrevocably constitutes and appoints Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, from time to time after the occurrence, and during the continuation of, a Default, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, such Grantor hereby grants Secured Party the power and right, on behalf of such Grantor without notice to or assent by such Grantor, to do the following:

(i) at any time when any Default shall have occurred and is continuing in the name of such Grantor or its own name, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under, or with respect to, any Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Secured Party for the purpose of collecting any and all such moneys due with respect to such Collateral whenever payable;

(ii) to pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or part of the premiums therefor and the costs thereof; and

(iii) at any time when any Default shall have occurred and is continuing, (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to Secured Party or as Secured Party shall direct, (B) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral, (C) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral, (D) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral, (E) to defend any suit, action or proceeding brought against such Grantor with respect to any Collateral, (F) to settle, compromise or adjust any suit, action or proceeding described in the preceding clause and, in connection therewith, to give such discharges or releases as Secured Party may deem appropriate, (G) to assign any Trademark or Copyright (along with goodwill of the business to which such Trademark or Copyright pertains), throughout the world for such term or terms, on such conditions, and in such manner, as Secured Party shall in its sole discretion determine, and (H) generally, to sell, transfer, pledge and make any

agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Secured Party were the absolute owner thereof for all purposes, and to do, at Secured Party's option and such Grantor's reasonable expense, at any reasonable time, or from time to time, all acts and things which Secured Party deems reasonably necessary to protect, preserve or realize upon the Collateral and the Liens of Secured Party thereon and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do. Such Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(b) Each Grantor also authorizes Secured Party, at any time and from time to time, upon the occurrence and continuance of a Default, to execute, in connection with the sale provided for in Section 8 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) The powers conferred on Secured Party hereunder are solely to protect the interests of Secured Party in the Collateral and shall not impose any duty upon Secured Party to exercise any such powers. Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its partners, officers, directors, employees or agents shall be responsible to the Grantors for any act or failure to act hereunder, except for their own gross negligence or willful misconduct (**REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE INDEMNIFIED PARTIES**) or failure to comply with mandatory provisions of applicable law.

6. Performance by Secured Party of Grantors' Obligations. If any Grantor fails to perform or comply with any of its agreements contained herein and if Secured Party, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, then the reasonable expenses of Secured Party incurred in connection with such performance or compliance, together with interest thereon at the interest rate provided for in the Loan Agreement, shall be payable by Grantors to Secured Party on demand and shall constitute Obligations secured hereby.

7. Proceeds. It is agreed that if a Default shall occur and be continuing, then (a) all Proceeds received by the Grantors consisting of cash, checks and other cash equivalents shall be held by the Grantors in trust for Secured Party, segregated from other funds of the Grantors, and shall, forthwith upon receipt by any Grantor, be turned over to Secured Party in the exact form received by such Grantor (duly endorsed by such Grantor to Secured Party, if required), and (b) any and all such Proceeds received by Secured Party (whether from a Grantor or otherwise) shall promptly be applied by Secured Party against, the Obligations (whether matured or unmatured), such application to be in such order as set forth in Section 3.3 of the Loan Agreement.

8. Remedies Upon Default. Upon the occurrence and continuance of a Default, Secured Party may pursue any or all of the following remedies, without any notice to any Grantor except as required below:

(a) Secured Party may give written notice of default to any Grantor, following which no Grantor shall dispose of, conceal, transfer, sell or encumber any of the Collateral (including, but not limited to, cash proceeds) without Secured Party's prior written consent, even if such disposition is otherwise permitted hereunder or under any other Loan Document in the ordinary course of business. Any such disposition, concealment, transfer or sale after the giving of such notice shall constitute a wrongful conversion of the Collateral. Secured Party may obtain a temporary restraining order or other equitable relief to enforce any Grantor's obligation to refrain from so impairing Secured Party's Collateral.

(b) Secured Party may take possession of any or all of the Collateral. Each Grantor hereby consents to Secured Party's entry into any of such Grantor's premises to repossess Collateral, provided that Secured Party accomplishes such entry without a breach of the peace.

(c) Secured Party may dispose of the Collateral at private or public sale. Any required notice of sale shall be deemed commercially reasonable if given at least ten (10) days prior to sale. Secured Party may adjourn any public or private sale to a different time or place without notice or publication of such adjournment, and may adjourn any sale either before or after offers are received. The Collateral may be sold in such lots as Secured Party may elect, in its sole discretion. Secured Party may take such action as it may deem necessary to repair, protect, or maintain the Collateral pending its disposition.

(d) Secured Party may exercise its Lien upon and right of setoff against any monies, items, credits, deposits or instruments that Secured Party may have in its possession and that belong to any Grantor.

(e) Secured Party may exercise any right that it may have under any other Loan Document or otherwise available to Secured Party at law or equity.

9. Limitation on Duties Regarding Preservation of Collateral. Secured Party's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as Secured Party would deal with similar property for its own account. Neither Secured Party nor any of its partners, directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or otherwise.

10. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

11. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. Section Headings. The section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

13. No Waiver: Cumulative Remedies. Secured Party shall not by any act (except by a written instrument pursuant to Section 14 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default or Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by Secured Party of any right or remedy hereunder on any occasion shall not be construed as a bar to any right or remedy which Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

14. Waivers and Amendments; Successors and Assigns; Interpretation. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by each Grantor and Secured Party, provided that any provision of this Agreement may be waived by Secured Party in a written letter or agreement executed by Secured Party or by facsimile transmission from Secured Party. This Agreement shall be binding upon the successors and assigns of the Grantors and shall inure to the benefit of Secured Party and its successors and assigns. When used herein, the singular shall include the plural, and vice versa, and the use of any gender shall include all other genders, as appropriate.

15. Notices. Except as otherwise provided in this Agreement, any and all notices, elections or demands permitted or required to be made under this Agreement must be in writing, signed by the party giving such notice, election or demand, to be effective and shall be deemed to have been given (a) if by telecopy, when transmitted to the appropriate telecopy number, (b) if by mail, on the third Business Day after it is enclosed in an envelope and properly addressed, stamped, sealed, certified return receipt requested, and deposited in the appropriate official postal service, or (c) if by electronic mail or any other means, when actually received or delivered (with respect to electronic mail, each party giving such notice shall be responsible for keeping records acceptable to Lender regarding all such notices). For notices under this Agreement, the parties hereto shall use the addresses and information set forth in the Loan Agreement.

16. Counterparts. This Agreement may be executed in any number of counterparts and by different parties to this Agreement in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Facsimile and other electronic copies of manually-signed originals shall have the same effect as manually-signed originals and shall be binding on Grantors and Secured Party.

17. Incorporation of Loan Agreement Provisions. Sections 14.5 (Governing Law), 14.11 (Arbitration), 14.14 (Jury Waiver) and 14.15 (Venue and Service of Process) of the Loan

Agreement are hereby incorporated into this Agreement by reference and shall have the same force and effect as if expressly set forth herein.

18. NOTICE OF FINAL AGREEMENT. THIS AGREEMENT, THE LOAN AGREEMENT AND THE OTHER LOAN DOCUMENTS, INCLUDING BUT NOT LIMITED TO, THE PROVISIONS RELATING TO GOVERNING LAW, JURY WAIVER, VENUE, SERVICE OF PROCESS AND ARBITRATION, CONSTITUTE THE ENTIRE UNDERSTANDINGS OF GRANTORS AND SECURED PARTY AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL AGREEMENTS AND ANY CONTEMPORANEOUS ORAL AGREEMENTS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

19. Intercreditor Agreement. Reference is made to the Intercreditor Agreement. Each Person that benefits from the security hereunder, by accepting the benefits of the security provided hereby, (i) consents (or is deemed to consent), to the subordination of Liens provided for in the Intercreditor Agreement, (ii) agrees (or is deemed to agree) that it will be bound by, and will take no actions contrary to, the provisions of the Intercreditor Agreement, (iii) authorizes (or is deemed to authorize) the Secured Party on behalf of such Person to enter into, and perform under, the Intercreditor Agreement and (iv) acknowledges (or is deemed to acknowledge) that a copy of the Intercreditor Agreement was delivered, or made available, to such Person. Prior to the Senior Obligations Payment Date (as such term is defined in the Intercreditor Agreement), the requirements of this Agreement to deliver Collateral constituting ABL Priority Collateral (as defined in the Intercreditor Agreement) or transfer control of such Collateral to the Secured Party shall be deemed satisfied by delivery or transfer of control of such Collateral to Senior Debt Facility Agent.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.


GRANTOR:

DPI, INC.,
a Missouri corporation

By: Paul Green
Name: Paul M. Green
Title: Chief Financial Officer

SECURED PARTY:

MAIN STREET CAPITAL CORPORATION,
a Maryland corporation,
as Agent

By: 
Name: K. Colton Braud, III
Title: Managing Director

SCHEDULE A

Copyrights and Copyright Applications

None.

SCHEDULE B

Patents and Patent Applications

See attached

Patent Applications:

None.

Patents:

Debtor	Title	Issued Date	Expiration Date	Regis. No.	Country
DPI, Inc.	COMPACT DISC PLAYER	January 17, 2006	January 17, 2020	D513610 S	USA
DPI, Inc.	HEADPHONE	March 1, 2005	March 1, 2019	D502463 S	USA

SCHEDULE C

Trademarks and Trademark Applications

See attached

Trademark Applications:

None.

Trademarks:

Debtor	Trademark	Registration Date	Registration Number	Country
DPI, Inc.	CENTURION	03/25/1994	TMA425762	Canada
DPI, Inc.	CULINAIR BY DPI (stylized and/or with design)	11/08/2011	4053982	USA
DPI, Inc.	DPI	06/30/2009	3648007	USA
DPI, Inc.	GPX	12/03/2002	2656489	USA
DPI, Inc.	GPX & Design	09/08/2006	TMA672169	Canada
DPI, Inc.	GPX and Design	05/28/2004	833689	Mexico
DPI, Inc.	GPX and Design	05/20/2004	832208	Mexico
DPI, Inc.	GPX AND DESIGN (NEW LOGO)	06/17/2003	2728063	USA
DPI, Inc.	GRAN PRIX*	02/21/1978	1085908	USA
DPI, Inc.	GROOVETUNES	01/15/2013	4277338	USA
DPI, Inc.	ILIVE	06/02/2008	TMA715670	Canada
GPX, Inc. (n/k/a DPI, Inc.)	ILIVE	07/17/2007	992927	Mexico
GPX, Inc. (n/k/a DPI, Inc.)	ILIVE	08/25/2006	948722	Mexico
DPI, Inc.	ILIVE & Design	04/24/2009	TMA738838	Canada
GPX, Inc. (n/k/a DPI, Inc.)	ILIVE & Design	05/28/2008	1042002	Mexico
GPX, Inc. (n/k/a DPI, Inc.)	ILIVE & Design	09/21/2006	953747	Mexico
DPI, Inc.	IREV	03/26/2007	978497	Mexico
DPI, Inc.	SPORTX	11/20/2012	4245561	USA
DPI, Inc.	SPORTX	03/21/2006	3071820	USA
DPI, Inc.	SPORTX (stylized and/or with design)	11/20/2012	4245563	USA
DPI, Inc.	WEATHERX	04/08/2014	4509032	USA
DPI, Inc.	YORX*	10/25/1993	444902	Mexico
DPI, Inc.	YORX (Stylized)*	10/21/2008	1067701	Mexico
DPI, Inc.	YORX and Design	09/08/2006	TMA672170	Canada
DPI, Inc.	YORX AND DESIGN	06/22/1993	1778287	USA
DPI, Inc.	ZEKI	11/13/2012	4243829	USA

DPI, Inc.	ZLIVE	05/08/2007	TMA687225	Canada
DPI, Inc.	ZLIVE	02/16/2007	972619	Mexico
DPI, Inc.	EMEMOREX	07/12/2002	TMA564620	Canada
DPI, Inc.	EMEMOREX.COM	08/20/2002	TMA566039	Canada
DPI, Inc.	IS IT LIVE OR IS IT MEMOREX?	10/10/2006	TMA674496	Canada
DPI, Inc.	IS IT LIVE OR IS IT MEMOREX?	05/14/2003	3078528	China P.R.
DPI, Inc.	IS IT LIVE OR IS IT MEMOREX?	06/04/2003	2505451	European Community
DPI, Inc.	IS IT LIVE OR IS IT MEMOREX?*	03/13/2003	2003B03885	Hong Kong
DPI, Inc.	IS IT LIVE OR IS IT MEMOREX?	04/16/2003	1040241	Taiwan
DPI, Inc.	IS IT LIVE OR IS IT MEMOREX?	08/05/2003	2748810	United States
DPI, Inc.	MEMOREX	05/31/1979	307739	Australia
DPI, Inc.	MEMOREX*	02/18/1970	66081	Austria
DPI, Inc.	MEMOREX*	08/13/1993	15561	Bahamas
DPI, Inc.	MEMOREX*	04/01/1980	360947	Benelux
DPI, Inc.	MEMOREX*	11/03/1992	512363	Benelux
DPI, Inc.	MEMOREX*	03/02/1995	21973	Bermuda
DPI, Inc.	MEMOREX*	03/04/2008	821561693	Brazil
DPI, Inc.	MEMOREX	06/22/2010	825134625	Brazil
DPI, Inc.	MEMOREX	02/04/1972	TMA181108	Canada
DPI, Inc.	MEMOREX	06/03/1998	TMA495643	Canada
DPI, Inc.	MEMOREX	07/12/2004	1113708 (Form.697423)	Chile
DPI, Inc.	MEMOREX	02/07/2001	1518082	China P.R.
DPI, Inc.	MEMOREX	05/21/2004	1982392	China P.R.
DPI, Inc.	MEMOREX	06/30/1994	162985	Colombia
DPI, Inc.	MEMOREX	11/11/1998	162073	European Community
DPI, Inc.	MEMOREX	01/20/2003	2201242	European Community
DPI, Inc.	MEMOREX*	06/23/2004	148140	Costa Rica
DPI, Inc.	MEMOREX*	09/24/1969	159305	Czech Republic
DPI, Inc.	MEMOREX*	10/27/1977	26980	Dominican Republic
DPI, Inc.	MEMOREX*	06/15/1992	53561	Dominican Republic
DPI, Inc.	MEMOREX*	04/30/1992	2143	Ecuador
DPI, Inc.	MEMOREX*	12/22/1970	57780	Finland

DPI, Inc.	MEMOREX*	05/03/1983	1047873	Germany
DPI, Inc.	MEMOREX*	04/10/1981	DD643434	Germany
DPI, Inc.	MEMOREX*	07/05/1963	851238	Great Britain
DPI, Inc.	MEMOREX*	05/06/1994	1497297	Great Britain
DPI, Inc.	MEMOREX*	08/04/1982	1119920	Great Britain
DPI, Inc.	MEMOREX*	08/27/1971	957972	Great Britain
DPI, Inc.	MEMOREX*	05/18/1981	64346	Greece
DPI, Inc.	MEMOREX*	01/20/1993	56.872	Honduras
DPI, Inc.	MEMOREX	12/23/2002	200216216	Hong Kong
DPI, Inc.	MEMOREX	12/21/1993	199305552	Hong Kong
DPI, Inc.	MEMOREX*	05/13/1980	354394B	India
DPI, Inc.	MEMOREX	12/26/1995	IDM000013561	Indonesia
DPI, Inc.	MEMOREX*	03/20/1984	100885	Ireland
DPI, Inc.	MEMOREX*	09/03/1995	85488	Israel
DPI, Inc.	MEMOREX*	12/05/1982	48682	Israel
DPI, Inc.	MEMOREX*	03/12/2010	1258092	Italy
DPI, Inc.	MEMOREX*	02/05/1996	25792	Jamaica
DPI, Inc.	MEMOREX	06/21/1993	266663	Korea South
DPI, Inc.	MEMOREX	08/10/1993	271426	Korea South
DPI, Inc.	MEMOREX	04/27/2004	581152	Korea South
DPI, Inc.	MEMOREX*	07/21/1980	M76480	Malaysia
DPI, Inc.	MEMOREX	03/11/2008	2003/02114	Malaysia
DPI, Inc.	MEMOREX	10/11/2007	1006136	Mexico
DPI, Inc.	MEMOREX	07/08/1994	465924	Mexico
DPI, Inc.	MEMOREX	02/01/1970	154386	Mexico
DPI, Inc.	MEMOREX	12/21/1995	218208	New Zealand
DPI, Inc.	MEMOREX*	06/05/197	8516CC	Nicaragua
DPI, Inc.	MEMOREX*	11/28/1994	27289CC	Nicaragua
DPI, Inc.	MEMOREX	01/22/1970	78450	Norway
DPI, Inc.	MEMOREX*	10/01/1983	76387	Pakistan
DPI, Inc.	MEMOREX*	09/17/2003	119387	Panama
DPI, Inc.	MEMOREX*	07/13/1994	64662	Panama
DPI, Inc.	MEMOREX	03/13/1990	11023 Form.(83851)	Peru
DPI, Inc.	MEMOREX*	09/07/2005	R.167714	Poland
DPI, Inc.	MEMOREX	08/28/1995	131105	Russian Federation
DPI, Inc.	MEMOREX	02/03/1981	T77/73065B	Singapore
DPI, Inc.	MEMOREX	05/19/1983	T77/73067I	Singapore
DPI, Inc.	MEMOREX	04/02/1982	T77/73066J	Singapore
DPI, Inc.	MEMOREX*	08/28/1996	6980468	Slovenia
DPI, Inc.	MEMOREX	06/13/1980	79/0710	South Africa

DPI, Inc.	MEMOREX*	05/26/1969	589541	Spain
DPI, Inc.	MEMOREX	09/18/1989	P-373217	Switzerland
DPI, Inc.	MEMOREX	12/16/2001	976345	Taiwan
DPI, Inc.	MEMOREX*	11/10/1978	Kor67145	Thailand
DPI, Inc.	MEMOREX*	04/25/1994	Kor9666	Thailand
DPI, Inc.	MEMOREX*	08/26/2003	Kor183881	Thailand
DPI, Inc.	MEMOREX*	05/23/2003	200125951	Turkey
DPI, Inc.	MEMOREX*	02/17/2003	29595	Ukraine
DPI, Inc.	MEMOREX	09/26/1989	1557540	United States
DPI, Inc.	MEMOREX	10/24/1989	1561916	United States
DPI, Inc.	MEMOREX	05/12/1992	1686110	United States
DPI, Inc.	MEMOREX	07/23/2002	2599345	United States
DPI, Inc.	MEMOREX (stylized and/or with design)	02/08/2011	3917502	United States
DPI, Inc.	MEMOREX*	07/06/2012	416.149	Uruguay
DPI, Inc.	MEMOREX*	04/20/1994	451.151 (form352.832)	Uruguay
DPI, Inc.	MEMOREX	12/27/2005	69087	Vietnam
DPI, Inc.	MEMOREX (CHINESE CHARACTERS)	10/18/2007	300893043	Hong Kong
DPI, Inc.	MEMOREX (CHINESE CHARACTERS)	03/16/1987	360122	Taiwan
DPI, Inc.	MEMOREX (CHINESE CHARACTERS)	09/16/2002	1014672	Taiwan
DPI, Inc.	MEMOREX (CHINESE CHARACTERS)*	05/22/2003	2003B06534	Hong Kong
DPI, Inc.	MEMOREX LIVE	05/20/2014	4534121	United States
DPI, Inc.	MEMOREX SECURE	05/24/2012	1455444	Australia
DPI, Inc.	MEMOREX SECURE	10/26/2011	App. No. 831248998	Brazil
DPI, Inc.	MEMOREX SECURE	01/07/2013	10119911	China P.R.
DPI, Inc.	MEMOREX SECURE*	03/29/2012	10375079	European Community
DPI, Inc.	MEMOREX SECURE*	10/25/2011	App. No. 2225712	India
DPI, Inc.	MEMOREX	06/25/2017	977332	Korea South

	SECURE			
DPI, Inc.	MEMOREX SECURE	09/24/2012	1315455	Mexico
DPI, Inc.	MEMOREX SECURE	05/06/2014	T1115286C	Singapore
DPI, Inc.	MEMOREX SECURE	07/02/2013	4361961	United States
DPI, Inc.	MEMOREX (stylized and/or with design)	11/21/2011	1420931	Australia
DPI, Inc.	MEMOREX (stylized and/or with design)	04/21/2011	TMA796086	Canada
DPI, Inc.	MEMOREX (stylized and/or with design)	08/21/2012	9484975	China P.R.
DPI, Inc.	MEMOREX (stylized and/or with design)*	11/03/2011	1807812	India
DPI, Inc.	MEMOREX (stylized and/or with design)	03/23/2009	1007280	International Registration
DPI, Inc.	MEMOREX (stylized and/or with design)	02/17/2010	1008058	Mexico
DPI, Inc.	M FLYER & Design	05/08/2007	TMA687206	Canada
DPI, Inc.	GRAN PRIX	06/13/2017	5223142	United States of America
DPI, Inc.	M-FLYER	05/04/2007	TMA686906	Canada
DPI, Inc.	MEMOREX (stylized and/or with design)	01/06/2004	TMA598581	Canada
DPI, Inc.	M AND HALO Design	10/03/2006	TMA673999	Canada
DPI, Inc.	SKY RIDER	10/03/2017	5299873	United States

(*) Indicates an asset to be abandoned.