TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477500

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		06/07/2018	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Comvest Capital IV, L.P.
Street Address:	525 Okeechobee Boulevard, Suite 1050
City:	West Palm Beach
State/Country:	FLORIDA
Postal Code:	33401
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3056658	VINTAGE STOCK
Registration Number:	3219794	VINTAGE STOCK BUY SELL TRADE MUSIC, MOVI
Registration Number:	4302324	V · STOCK BUY SELL TRADE MOVIES · MUSIC
Serial Number:	86849692	MOVIE TRADING CO.

CH $115.00 3056658

CORRESPONDENCE DATA

Fax Number: 7044441111

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: 704-444-1124
Email: elaine.hunt@alston.com
Correspondent Name: Michele M. Glessner
Address Line 1: Alston & Bird LLP
Address Line 2: 101 South Tryon Street, Suite 4000
Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER:	Elaine B. Hunt
SIGNATURE:	/Elaine B. Hunt/
DATE SIGNED:	06/11/2018

Total Attachments: 4

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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This **ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Assignment") is made as of June 7, 2018 (the "Effective Date"), by **WILMINGTON TRUST, NATIONAL ASSOCIATION**, in its capacity as Existing Term Agent under and as defined in the Credit Agreement (as defined below) (in such capacity, the "Retiring Agent"), in favor of **COMVEST CAPITAL IV, L.P.**, in its capacity as successor to the Retiring Agent under the Credit Agreement (in such capacity, the "Agent").

WHEREAS, pursuant to that certain Agent Substitution and Loan Assignment Agreement, dated as of even date herewith, by and among Retiring Agent, Agent, as successor agent, the assignor lenders party thereto, the assignee lenders party thereto and **VINTAGE STOCK, INC.**, a Missouri corporation (the "Borrower"), and **VINTAGE STOCK AFFILIATED HOLDINGS LLC**, a Nevada limited liability company (the "Parent"), as borrowers, Agent assumed all of the rights, powers, privileges and duties of Retiring Agent under that certain Term Loan Agreement, dated as of November 3, 2016 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Existing Agreement");

WHEREAS, reference is hereby made to (i) that certain Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Borrower, Parent, the Lenders and Agent, which amends and restates in its entirety the Existing Agreement, and (ii) that certain Amended and Restated Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among Borrower and Agent, which amends and restates in its entirety that certain Security and Pledge Agreement, dated as of November 3, 2016 (the "Existing Security Agreement"), by and among Parent and Borrower, as grantors, and Existing Term Agent, as administrative agent;

WHEREAS, pursuant to the terms and conditions of the Existing Security Agreement and that certain Notice of Grant of Security Interest in Trademarks, dated as of November 3, 2016 (the "Existing IPSA"), which was recorded with the United States Patent and Trademark Office (the "USPTO") on November 3, 2016 at Reel 5913, Frame 0888, by Borrower and Parent and acknowledged and accepted by the Retiring Agent, Borrower granted to the Retiring Agent a continuing security interest in and continuing lien upon all of Borrower's right, title and interest in and to the trademarks and trademark applications listed on **Schedule 1** hereto (the "Trademark Collateral"); and

WHEREAS, the Retiring Agent now desires to assign the entirety of its security interest in the Trademark Collateral to Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Retiring Agent hereby covenants and agrees as follows:

1. Without representation or warranty of any kind or nature, the Retiring Agent hereby assigns its security interest in the Trademark Collateral granted pursuant to the Existing Security Agreement and the Existing IPSA, and assigns to Agent all right, title, and interest of the Retiring Agent in the Trademark Collateral pursuant to the Existing Security Agreement and the Existing IPSA, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement of the Trademark Collateral.

2. The Retiring Agent hereby authorizes the recordation of this Assignment with the USPTO.

3. The Retiring Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Borrower's expense, as may be reasonably necessary to effect the assignment of the security interest in the Trademark Collateral contemplated hereby.

4. This Assignment and the rights and obligations of the parties hereunder shall be governed by, shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the Retiring Agent has caused this Assignment to be executed by its duly authorized representative as of the Effective Date.

WILMINGTON TRUST, NATIONAL ASSOCIATION, as the Retiring Agent

By: _____
Name: Joshua G. James
Title: Vice President

SCHEDULE 1
to
ASSIGNMENT OF SECURITY INTEREST IN THE TRADEMARKS

Trademarks and Trademark Applications

Service Marks	Status	Serial No:	Owner
VINTAGE STOCK	Registered	3056658	Vintage Stock, Inc.
VINTAGE STOCK BUY SELL TRADE MUSIC, MOVIES, VIDEO GAMES & MORE	Registered	3219794	Vintage Stock, Inc.
V · STOCK BUY SELL TRADE MOVIES · MUSIC · VIDEO · GAMES · BOOKS & MORE	Registered	4302324	Vintage Stock, Inc.
MOVIE TRADING CO.	Applied for Registration	86849692	Vintage Stock, Inc.