

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471648

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement to Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZAGG INTELLECTUAL PROPERTY HOLDING CO., INC.		04/12/2018	Corporation:
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	127 Public Square		
Internal Address:	Attn: Asset Based Lending		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5113075		
Serial Number:	87589984	NANO-MEMORY TECHNOLOGY	
Serial Number:	87590130	MILITARY GRADE	
Serial Number:	87552849	ENCORE	
Serial Number:	87736877	SELF-HEALING - NANO-MEMORY TECHNOLOGY	
Serial Number:	87737915	CHARGESTREAM	
Serial Number:	87743880	CHARGE STREAM	
Serial Number:	87851313	GLASS DEFENSE	
Serial Number:	87552831	GLASSFUSION	
CORRESPONDENCE DATA			
Fax Number:	2165665800		
<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:	2165665791		
Email:	jennifer.hardy@thompsonhine.com		
Correspondent Name:	David D. Thomas, Esq.		
Address Line 1:	3900 Key Center		

OP \$240.00 5113075

Address Line 2: 127 Public Square
Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER: David D. Thomas

SIGNATURE: /s/ David D. Thomas

DATE SIGNED: 04/27/2018

Total Attachments: 5

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SUPPLEMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), is made as of April 12, 2018 by ZAGG INTELLECTUAL PROPERTY HOLDING CO., INC., a Nevada corporation (“Pledgor”), in favor of KEYBANK NATIONAL ASSOCIATION, as the administrative agent under the Credit Agreement, as defined in the IP Agreement, as hereinafter defined (the “Administrative Agent”), for the benefit of the Lenders, as defined in the Credit Agreement.

WHEREAS, Pledgor executed and delivered to the Administrative Agent that certain Intellectual Property Security Agreement, dated as of March 3, 2016, and recorded with the United States Patent and Trademark Office on March 7, 2016 at (a) Reel/Frame 5747/00023 with respect to trademarks and (b) Reel/Frame 038014/0392 with respect to patents (as the same may from time to time be amended, restated or otherwise modified, the “IP Agreement”) wherein Pledgor granted to the Administrative Agent a security interest in all of Pledgor’s intellectual property;

WHEREAS, except as specifically defined herein, capitalized terms used herein that are defined in the IP Agreement shall have their respective meanings ascribed to them in the IP Agreement;

WHEREAS, pursuant to the Section 15 of the IP Agreement, Pledgor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Collateral to secure all of the Secured Obligations;

NOW THEREFORE, in consideration of each financial accommodation granted to Pledgor by the Administrative Agent and the Lenders and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Pledgor hereby agrees as follows:

1. Grant of Security Interest. Pledgor hereby grants to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of Pledgor’s right, title and interest in the Collateral listed on Schedule 1 hereto.

2. IP Agreement. Pledgor hereby ratifies its obligations under the IP Agreement and confirms the continuing effectiveness of the IP Agreement and the grants of the security interests thereunder. This Agreement has been executed and delivered by Pledgor for the purpose of registering the security interest of the Administrative Agent in the Collateral identified in Section 1 hereof with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, for the benefit of the Lenders, under the IP Agreement. The IP Agreement (and all rights and remedies of the Administrative Agent and each Lender thereunder) shall remain in full force and effect in accordance with its terms.

3. Acknowledgment. Pledgor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the

Collateral granted hereby are more fully set forth in the IP Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the IP Agreement, the terms of the IP Agreement shall govern.

4. Counterparts. This Agreement may be executed in any number of counterparts, by different parties hereto in separate counterparts and by facsimile or other electronic signature, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

5. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of New York.

[Remainder of page intentionally left blank]

4847-4341-6161.2

JURY TRIAL WAIVER. PLEDGOR HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG PLEDGOR, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed this Supplement to Intellectual Property Security Agreement as of the date first set forth above.

ZAGG INTELLECTUAL PROPERTY
HOLDING CO., INC.

By: 


Chris Ahern
President

Signature Page to
Supplement to Intellectual Property Security Agreement

TRADEMARK
REEL: 006357 FRAME: 0918

SCHEDULE 1
(Supplement)

U.S. TRADEMARKS

Mark	App. No.	Reg. No.	Status
	87/011011	5113075	Registered
NANO-MEMORY TECHNOLOGY	87/589984	n/a	Pending
MILITARY GRADE ENCORE	87/590130	n/a	Pending
SELF-HEALING-NANO- MEMORY TECHNOLOGY	87/736877	n/a	Pending
CHARGESTREAM	87/737915	n/a	Pending
CHARGE STREAM	87/743880	n/a	Pending
GLASS DEFENSE	87/851313	n/a	Pending
GLASSFUSION	87/552831	n/a	Pending

PENDING U.S. PATENT APPLICATIONS

Title	Publication No.	Application No.	Filing Date	Assignee	Application Type
WIRELESS KEYBOARD WITH A PIVOTAL SLOT	2016/0274675		9/22/2016	ZAGG IP Holding	Mechanical
WIRELESS POWER TRANSMITTER, CHARGING DOCK, AND SPEAKER SYSTEM	2016/0372959		12/22/2016	ZAGG IP Holding	Mechanical
SYSTEM FOR ALIGNING A SCREEN PROTECTOR ON AN ELECTRONIC DEVICE		15/492,618	4/20/2017	ZAGG IP Holding	Mechanical
SYSTEMS FOR SECURING PROTECTIVE FILMS TO SURFACES OF SUBSTRATES	2017/0152406	15/431,756	6/1/2017	ZAGG IP Holding	Mechanical
DRY APPLY PROTECTIVE SYSTEMS AND METHODS	2018/0022963	15/724,172	10/3/2017	ZAGG IP Holding	Mechanical
DRY APPLY PROTECTIVE SYSTEMS AND METHODS	2018/0022964	15/724,173	10/3/2017	ZAGG IP Holding	Mechanical
VIDEO CAMERA SYSTEM		15/827,947	11/20/2017	ZAGG IP Holding	Mechanical
SYSTEMS AND METHODS FOR CHANGING A POINT OF REFERENCE FOR A VIDEO		15/826,931	11/30/2017	ZAGG IP Holding	Mechanical
METHOD FOR SHARING VIDEO CONTENT		15/827,808	11/30/2017	ZAGG IP Holding	Mechanical
KEYBOARD FOLIO WITH MAGNETIC ATTACHMENT AND RELEASABLE MAGNETIC HINGE		62/613,848	1/5/2018	ZAGG IP Holding	Mechanical
SYSTEM AND METHOD FOR PROVIDING A SCREEN PROTECTOR		15/914,605	3/7/2018	ZAGG IP Holding	Mechanical
INSTALLATION FRAME FOR SCREEN PROTECTOR		29/581,623	10/20/2016	ZAGG IP Holding	Design

PENDING INTERNATIONAL PATENT APPLICATION

	Title	Publication Number	Application Number	Filing Date	Assignee
WO	CORD MANAGEMENT AND CLIP SYSTEM FOR WIRELESS AUDIO RECEIVER	WO2017/082963	PCT/US16/33515	5/18/2017	ZAGG IP Holding