

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM476287

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bensussen Deutsch & Associates, LLC		05/31/2018	Limited Liability Company: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	COMMERCIAL LOAN SERVICE CENTER/DCC		
<b>Internal Address:</b>	500 FIRST AVENUE		
<b>City:</b>	PITTSBURGH		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 24</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3838224	POWER OF MERCHANDISE	
<b>Registration Number:</b>	3938943	PROACTIVATION	
<b>Registration Number:</b>	4129455	EVOLVING BRANDED MERCHANDISE	
<b>Registration Number:</b>	4101287	OUR BRAND(ED) WORLD	
<b>Registration Number:</b>	4440798	SUSAN'S ROCK	
<b>Registration Number:</b>	4209426	BDA CARES FOUNDATION	
<b>Registration Number:</b>	4388315	POWER A	
<b>Registration Number:</b>	4380421	POWER A	
<b>Registration Number:</b>	3797303	POWERSURFACE	
<b>Registration Number:</b>	4392629	AMPLIFY YOUR EXPERIENCE	
<b>Registration Number:</b>	4475636	FUS1ON	
<b>Registration Number:</b>	4589171	A	
<b>Registration Number:</b>	4864294	SPECTRA	
<b>Registration Number:</b>	4864295	SPECTRA ILLUMINATED CONTROLLER	
<b>Registration Number:</b>	4400904	MOGA	
<b>Registration Number:</b>	4393332		
<b>Registration Number:</b>	4646018	MOGA BOOST	
<b>Registration Number:</b>	4646019	MOGA BOOST	
<b>TRADEMARK</b>			

OP \$615.00 3838224

Property Type	Number	Word Mark
Registration Number:	4777701	S-M-R-T LOCK
Registration Number:	4777702	S-M-R-T LOCK
Serial Number:	87914566	A POWERA
Serial Number:	87922276	POWERA
Serial Number:	87914562	POWERA
Serial Number:	87914564	A POWERA

**CORRESPONDENCE DATA**

**Fax Number:** 2158325619  
*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:** 215-569-5619  
**Email:** pecsenye@blankrome.com  
**Correspondent Name:** Timothy D. Pecsénye  
**Address Line 1:** Blank Rome LLP  
**Address Line 2:** One Logan Square, 8th Floor  
**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

<b>ATTORNEY DOCKET NUMBER:</b>	074658-14110
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	06/01/2018

**Total Attachments: 18**  
source=A&R - Amend 5 - Intellectual Property Security Agreement (PNC-BDA) - EXECUTED#page1.tif  
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source=A&R - Amend 5 - Intellectual Property Security Agreement (PNC-BDA) - EXECUTED#page18.tif

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of May 31, 2018, is made by **BENSUSSEN DEUTSCH & ASSOCIATES, LLC**, a limited liability company formed under the laws of the State of Washington (together with any additional grantors joined hereto from time to time, "Grantors"), with an address at 15525 Woodinville-Redmond Road NE, Woodinville, WA 98072, in favor of **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), a national banking association with an address at 1600 Market Street, Philadelphia, Pennsylvania, 19103, Attention: Portfolio Manager.

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Fifth Amendment and Joinder to Amended and Restated Revolving Credit, Term Loan and Security Agreement, dated as of even date herewith (the "Credit Agreement"), among Grantors, among Bensussen Deutsch & Associates Holdings, LLC, a Delaware limited liability company ("Holdings"), Bensussen Deutsch & Associates, LLC, a Washington limited liability company ("BDA"), together with Holdings, "Existing Borrowers" and each an "Existing Borrower", SwervePoint LLC, a Delaware limited liability company ("SwervePoint" and the "US Joining Borrower"), Bensussen Deutsch & Assoc. Ltd., a limited company organized under the laws of England ("BDA UK" and the "UK Joining Borrower," together with the US Joining Borrower, collectively, the "Joining Borrowers" and each a "Joining Borrower"; Existing Borrowers and Joining Borrowers and each Person joined to the Credit Agreement as a borrower from time to time, collectively, the "Borrowers", and each a "Borrower"), the financial institutions party thereto from time to time (collectively, "Lenders") and PNC Bank, National Association ("PNC"), as the agent for Lenders ("Agent") and as a Lender, Agent and Lenders have made and/or will in the future make certain extensions of credit to the Grantors and Borrowers upon the terms and subject to the conditions set forth therein. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement.

**WHEREAS**, pursuant to such Credit Agreement, Grantors have granted to Agent, for its own benefit and for the ratable benefit of Agent, Issuer, Lenders and each other Secured Party, security interests in and to and Liens on substantially all of each Grantor's assets, including without limitation all of each Grantor's Intellectual Property and specifically including all of each Grantor's registered patents, trademarks and copyrights and all of each Grantor's filed patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the "Registered Intellectual Property"); and

**WHEREAS**, Grantors have agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Agent's Liens in the Registered Intellectual Property.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement, and for other good and valuable

considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent, Issuer, Lenders and each other Secured Party, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of Issuer, Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "Intellectual Property Collateral"):

(a) all of its registered copyrights and filed copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all of its registered trademarks and filed trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its registered/issued patents and filed patent applications, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by any Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of any Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of any Grantor; and

(f) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until such time as the Obligations are indefeasibly paid in full and the obligations of Agents and Lenders to

make extensions of credit to any Grantor under the Credit Agreement or any Other Document is terminated.

Section 2. Credit Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Agent pursuant to the Credit Agreement, and Grantors hereby acknowledge and agree that the rights and remedies of the Agent with respect to the security interests and Liens in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantors hereby authorize Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office and United States Copyright Office, as applicable.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Each Grantor hereby agrees to make a good faith effort to promptly upon the acquisition by Grantor of any new Registered Intellectual Property Collateral (including any registration or issuance of any patent, trademark or copyright arising out of any filed patent application, trademark application or copyright application previously listed on Schedule 1 hereto or the Schedule to any other Supplement delivered to Agent in accordance with this paragraph), Grantors shall, concurrently with the next scheduled delivery of a Compliance Certificate under Section 9.7 of the Credit Agreement following acquisition of such new Registered Intellectual Property, deliver to Agent a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired Registered Intellectual Property on Schedule I thereto, pursuant to which Grantors shall reconfirm the grant of a security interest in such newly acquired Registered Intellectual Property Collateral to Agent, for its benefit and for the ratable benefit of each Agent, Issuer, Lenders and each other Secured Party, to secure the Obligations. Each such Supplement is intended by the parties to be filed, and Grantors hereby authorize Agent to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantors, and without limiting the generality of the provisions of Section 1 hereof above, Grantors hereby confirm and agree that any and all such after-acquired Registered Intellectual Property Collateral, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that any Grantor acquires any such new Registered Intellectual Property but Grantors fail for whatever reason to promptly deliver a Supplement pursuant to this Section 5, Grantors hereby authorize Agent, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of each Grantor an applicable Supplement with respect to such newly acquired Registered Intellectual Property, arising and/or acquired and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Grantors hereby represent and warrant to Agent and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantors as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Credit Agreement shall constitute an “Event of Default” under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Agent, in addition to all other rights, options, and remedies granted to Agent under the Credit Agreement or any Other Document, or otherwise available to Agent at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Agent under the Credit Agreement or any Other Document, each Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor’s true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of such Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Intellectual Property Collateral provided for herein and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 7 of this Agreement above, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee, attorney or Agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof and of the Credit Agreement and the Other Documents. This power of attorney is coupled with an interest and is and shall be irrevocable

Section 9. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

Section 10. Governing Law. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York. Without limiting the generality of the general incorporation of the Credit Agreement herein provided for above, the provisions of Section 16.1 of the Credit Agreement (agreements regarding, consents to and

waivers regarding jurisdiction and venue), Section 16.5 of the Credit Agreement (indemnities by Grantors), Section 16.6 of the Credit Agreement (notices), Section 16.7 of the Credit Agreement (survival of certain provisions), Section 16.9 of the Credit Agreement (expenses), Section 16.10 of the Credit Agreement (injunctive relief) and Article XII of the Credit Agreement (certain waivers including waivers of the rights of jury trial) are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantors and Agent, and their respective successors and assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent and each Lender.

[Signature Pages Follow]

In witness whereof, Grantors have caused this Intellectual Property Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

**GRANTORS:**

**BENSUSSEN DEUTSCH & ASSOCIATES,  
LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
          *SEM*  
          *SAMUEL E COLLINGS, JR*  
          *CEO*

ACCEPTED AND AGREED  
as of the date first above written:

**PNC BANK, NATIONAL ASSOCIATION.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]



In witness whereof, Grantors have caused this Intellectual Property Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

**GRANTORS:**

**BENSUSSEN DEUTSCH & ASSOCIATES,  
LLC**

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

**PNC BANK, NATIONAL ASSOCIATION.**

By: Brandon Schmoyer  
Name: Brandon Schmoyer  
Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006375 FRAME: 0459**

**Schedule 1  
to  
Intellectual Property Security Agreement**

**PATENTS, TRADEMARKS, AND COPYRIGHTS**

**Schedule 5.9 - Intellectual Property, Source Code Escrow Agreements**

(A) Copyright

Copyright Registrations:

<b>Owner</b>	<b>Title</b>	<b>Registration No.</b>	<b>Registered</b>
Bensussen Deutsch & Associates, LLC	Hear me out!	VA0001146177	6/19/2002
Bensussen Deutsch & Associates, LLC	Hear me out! Category card	VA0001144965	6/19/2002
Bensussen Deutsch & Associates, LLC	Hear me out draw card	VA0001144967	6/19/2002
Bensussen Deutsch & Associates, LLC	Hear me out game piece	VA0001144966	6/19/2002
Bensussen Deutsch & Associates, LLC	Hear me out scoring meter	VA0001144968	6/16/2002
Bensussen Deutsch & Associates, LLC	Hear me out! : the game that's more than a game!	VA0001146178	6/19/2002
Bensussen Deutsch & Associates, LLC	Hear me out rules. Hear me out! : the game that's more than a game!	TX0005619874	6/19/2002

Copyright Applications: None.

(B) Copyright Licenses: None.

(C) Patents

Patent Registrations:

Owner	Country	Title	Registration No.	Registered
Bensussen Deutsch & Associates, LLC	USA	VIDEO GAME CONTROLLER	D710,945	8/12/14
Bensussen Deutsch & Associates, LLC	USA	SMARTPHONE CLAMP FOR VIDEO GAME CONTROLLER	D710,946	8/12/14
Bensussen Deutsch & Associates, LLC	USA	VIDEO GAME CONTROLLER	D712,970	9/09/14

Patent Applications:

Owner	Country	Title	Application No.	Filing Date
Bensussen Deutsch & Associates, LLC	USA	CONTROLLERS WITH MOVEABLE ACTUATORS	15/862540	06/04/2018
Bensussen Deutsch & Associates, LLC	WO	CONTROLLERS WITH MOVEABLE ACTUATORS	PCT/US2018/012422	01/04/2018

(D) Patent Licenses: None.

(E) Trademarks

Trademark Registrations:

Owner	Country	Trademark	Registration No.	Registered
Bensussen Deutsch & Associates, LLC	USA	POWER OF MERCHANDISE	3838224	8/24/2010
Bensussen Deutsch & Associates, LLC	USA	PROACTIVATION	3938943	3/29/2011

Owner	Country	Trademark	Registration No.	Registered
Bensussen Deutsch & Associates, LLC	USA	EVOLVING BRANDED MERCHANDISE	4129455	4/17/2012
Bensussen Deutsch & Associates, LLC	USA	OUR BRAND(ED) WORLD	4101287	2/21/2012
Bensussen Deutsch & Associates, LLC	USA	SUSAN'S ROCK	4440798	11/26/2013
Bensussen Deutsch & Associates, LLC	USA	BDA CARES FOUNDATION	4209426	9/18/2012
Bensussen Deutsch & Associates, LLC	USA/WA	BDA	54317	12/8/2010
Bensussen Deutsch & Associates, LLC	USA/WA	BD&A	54316	12/8/2010
Bensussen Deutsch & Associates, LLC	AUSTRALIA	POWER A AND DESIGN	996491	3/4/2009
Bensussen Deutsch & Associates, LLC	AUSTRALIA	POWER A	996486	3/4/2009
Bensussen Deutsch & Associates, LLC	AUSTRALIA	POWERSURFACE	1020260	11/3/2009
Bensussen Deutsch & Associates, LLC	AUSTRALIA	AMPLIFY YOUR EXPERIENCE	1072695	11/15/2010
Bensussen Deutsch & Associates, LLC	AUSTRALIA	A LOGO	1157099	8/21/2012
Bensussen Deutsch & Associates, LLC	CANADA	POWER A	TMA860009	9/12/2013
Bensussen Deutsch & Associates, LLC	CANADA	POWERSURFACE	TMA850768	5/13/2013
Bensussen Deutsch & Associates, LLC	CANADA	AMPLIFY YOUR EXPERIENCE	TMA970677	5/11/2017
Bensussen Deutsch & Associates, LLC	CANADA	FUSION	TMA977440	8/2/2017
Bensussen Deutsch & Associates, LLC	CANADA	A DESIGN	TMA971811	5/26/2017
Bensussen Deutsch & Associates, LLC	EU	POWERSURFACE	1020260	11/3/2009
Bensussen Deutsch & Associates, LLC	EU	AMPLIFY YOUR EXPERIENCE	1072695	11/15/2010
Bensussen Deutsch & Associates, LLC	EU	FUSION	1142839	8/8/2012

Owner	Country	Trademark	Registration No.	Registered
Bensussen Deutsch & Associates, LLC	EU	A LOGO	1157099	8/21/2012
Bensussen Deutsch & Associates, LLC	INTL	POWER A AND DESIGN	996491	3/4/2009
Bensussen Deutsch & Associates, LLC	INTL	POWER A	996486	3/4/2009
Bensussen Deutsch & Associates, LLC	INTL	POWERSURFACE	1020260	11/3/2009
Bensussen Deutsch & Associates, LLC	INTL	AMPLIFY YOU EXPERIENCE	1072695	11/15/2010
Bensussen Deutsch & Associates, LLC	INTL	FUSION	1142839	8/8/2012
Bensussen Deutsch & Associates, LLC	INTL	A LOGO	1157099	8/21/2012
Bensussen Deutsch & Associates, LLC	MEXICO	POWER A	1171461	6/30/2010
Bensussen Deutsch & Associates, LLC	MEXICO	POWER A AND DESIGN	1141082	2/2/2010
Bensussen Deutsch & Associates, LLC	MEXICO	AMPLIFY YOU EXPERIENCE	1228921	7/26/2011
Bensussen Deutsch & Associates, LLC	MEXICO	A LOGO	1454309	8/31/2012
Bensussen Deutsch & Associates, LLC	MEXICO	A LOGO	1454310	8/31/2012
Bensussen Deutsch & Associates, LLC	MEXICO	FUSION	1345355	1/29/2013
Bensussen Deutsch & Associates, LLC	MEXICO	FUSION	1340224	12/18/2012
Bensussen Deutsch & Associates, LLC	NEW ZEALAND	POWERSURFACE	815292	5/6/2010
Bensussen Deutsch & Associates, LLC	PANAMA	POWER A	179627	3/11/2009
Bensussen Deutsch & Associates, LLC	PANAMA	POWER A AND DESIGN	179629	3/11/2009
Bensussen Deutsch & Associates, LLC	PANAMA	AMPLIFY YOU EXPERIENCE	195428	7/27/2011
Bensussen Deutsch & Associates, LLC	PANAMA	FUSION	215502	8/13/2012

Owner	Country	Trademark	Registration No.	Registered
Bensussen Deutsch & Associates, LLC	PANAMA	FUSION	215503	8/13/2012
Bensussen Deutsch & Associates, LLC	PANAMA	A LOGO	216128	9/3/2012
Bensussen Deutsch & Associates, LLC	PANAMA	A LOGO	216129	9/3/2012
Bensussen Deutsch & Associates, LLC	USA	POWER A AND DESIGN	4388315	8/20/2013
Bensussen Deutsch & Associates, LLC	USA	POWER A	4380421	8/6/2013
Bensussen Deutsch & Associates, LLC	USA	POWERSURFACE	3797303	6/1/2010
Bensussen Deutsch & Associates, LLC	USA	AMPLIFY YOU EXPERIENCE	4392629	8/27/2013
Bensussen Deutsch & Associates, LLC	USA	FUSION (STYLIZED)	4475636	1/28/2014
Bensussen Deutsch & Associates, LLC	USA	A LOGO	4589171	8/19/2014
Bensussen Deutsch & Associates, LLC	USA	SPECTRA	4864294	12/01/2015
Bensussen Deutsch & Associates, LLC	USA	SPECTRA ILLUMINATED CONTROLLER	4864295	12/01/2015
Bensussen Deutsch & Associates, LLC	AUSTRALIA	MOGA	1133019	7/23/2012
Bensussen Deutsch & Associates, LLC	CANADA	MOGA	TMA866284	11/29/2013
Bensussen Deutsch & Associates, LLC	CHINA	MOGA	1133019	7/23/2012
Bensussen Deutsch & Associates, LLC	EU	MOGA	1133019	7/23/2012
Bensussen Deutsch & Associates, LLC	INTL	MOGA	1133019	7/23/2012
Bensussen Deutsch & Associates, LLC	JAPAN	MOGA	1133019	7/25/2012
Bensussen Deutsch & Associates, LLC	MEXICO	MOGA	1334296	11/30/2012
Bensussen Deutsch & Associates, LLC	MEXICO	MOGA	1332355	11/28/2012

Owner	Country	Trademark	Registration No.	Registered
Bensussen Deutsch & Associates, LLC	PANAMA	MOGA	214791	7/25/2012
Bensussen Deutsch & Associates, LLC	PANAMA	MOGA	214790	7/25/2012
Bensussen Deutsch & Associates, LLC	USA	MOGA	4400904	9/10/2013
Bensussen Deutsch & Associates, LLC	USA	MOGA LOGO	4393332	8/27/2013
Bensussen Deutsch & Associates, LLC	USA	MOGA BOOST	4646018	7/24/2013
Bensussen Deutsch & Associates, LLC	USA	MOGA BOOST LOGO	4646019	7/24/2013
Bensussen Deutsch & Associates, LLC	USA	S-M-R-T LOCK	4777701	5/1/2013
Bensussen Deutsch & Associates, LLC	USA	S-M-R-T LOCK LOGO	4777702	5/1/2013

Trademark Applications:

Owner	Country	Trademark	Application No.	Filing Date
Bensussen Deutsch & Associates, LLC	CN	BDA	23130197	3/14/2017
Bensussen Deutsch & Associates, LLC	EU	POWERA	017906969	5/24/2018
Bensussen Deutsch & Associates, LLC	EU	POWERA (linear logo)	017906971	5/24/2018
Bensussen Deutsch & Associates, LLC	EU	POWERA (oval logo)	017906975	5/24/2018
Bensussen Deutsch & Associates, LLC	EU	POWERA (stacked logo)	017906976	5/24/2018
Bensussen Deutsch & Associates, LLC	USA	POWERA (oval logo)	87914566	5/9/2018
Bensussen Deutsch & Associates, LLC	USA	POWERA (stacked logo)	87922276	5/15/2018
Bensussen Deutsch & Associates, LLC	USA	POWERA	87914562	5/9/2018

Owner	Country	Trademark	Application No.	Filing Date
Bensussen Deutsch & Associates, LLC	USA	POWER A (linear logo)	87914564	5/9/2018



EXHIBIT A

**SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") is made as of this \_\_ day of \_\_\_\_\_, by **BENSUSSEN DEUTSCH & ASSOCIATES, LLC**, a limited liability company formed under the laws of the State of Washington (individually, "Grantors"), with an address at [\_\_\_\_\_], in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC"), a national banking association with an address at 1600 Market Street, Philadelphia, Pennsylvania, 19103, Attention: Portfolio Manager.

W I T N E S E T H

WHEREAS, Grantors and Agent are parties to a certain Intellectual Property Security Agreement dated as of [\_\_\_\_\_] (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "IP Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to each Agent, Issuer, Lenders and each other Secured Party, Grantors have assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of each Agent, Issuer, Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral of each Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, Grantors have agreed that upon the acquisition by Grantor of any new Registered Intellectual Property, Grantor shall deliver to Agent a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantors shall reconfirm the grant by them of a security interest in all such newly acquired Registered Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantors agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent, Issuer, Lenders and each other Secured Party, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of Issuer, Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in,

to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantors agree that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantors hereby authorize Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable

2. Representations and Warranties. Grantor hereby represents and warrants to Agent and to the Lenders that Schedule I hereto sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof.

3. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Page]  
[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the IP Security Agreement as of the date first written above.

**GRANTORS:**

**BENSUSSEN DEUTSCH & ASSOCIATES,  
LLC**

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

**PNC BANK, NATIONAL ASSOCIATION.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to IP Security Agreement – Supplement Date \_\_\_\_\_ ]

**SCHEDULE I TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**  
**DATED \_\_\_\_\_**