

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM476512

|                                                                                                                                                                                                 |                                        |                       |                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-----------------------|---------------------------------------|
| <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>                                                                                                                                                                                    | Cyprium Investors IV AIV I LP          |                       |                                       |
| <b>Street Address:</b>                                                                                                                                                                          | 461 Fifth Avenue                       |                       |                                       |
| <b>Internal Address:</b>                                                                                                                                                                        | 26th Floor                             |                       |                                       |
| <b>City:</b>                                                                                                                                                                                    | New York                               |                       |                                       |
| <b>State/Country:</b>                                                                                                                                                                           | NEW YORK                               |                       |                                       |
| <b>Postal Code:</b>                                                                                                                                                                             | 10017                                  |                       |                                       |
| <b>Entity Type:</b>                                                                                                                                                                             | Limited Partnership: DELAWARE          |                       |                                       |
| <b>PROPERTY NUMBERS Total: 4</b>                                                                                                                                                                |                                        |                       |                                       |
| <b>Property Type</b>                                                                                                                                                                            | <b>Number</b>                          | <b>Word Mark</b>      |                                       |
| <b>Serial Number:</b>                                                                                                                                                                           | 87914566                               | A POWERA              |                                       |
| <b>Serial Number:</b>                                                                                                                                                                           | 87922276                               | POWERA                |                                       |
| <b>Serial Number:</b>                                                                                                                                                                           | 87914562                               | POWERA                |                                       |
| <b>Serial Number:</b>                                                                                                                                                                           | 87914564                               | A POWERA              |                                       |
| <b>CORRESPONDENCE DATA</b>                                                                                                                                                                      |                                        |                       |                                       |
| <b>Fax Number:</b>                                                                                                                                                                              | 2166996074                             |                       |                                       |
| <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> |                                        |                       |                                       |
| <b>Phone:</b>                                                                                                                                                                                   | 216-681-7184                           |                       |                                       |
| <b>Email:</b>                                                                                                                                                                                   | tnoel@bakerlaw.com                     |                       |                                       |
| <b>Correspondent Name:</b>                                                                                                                                                                      | Brian A. Bulson, Baker & Hostetler LLP |                       |                                       |
| <b>Address Line 1:</b>                                                                                                                                                                          | 127 Public Square                      |                       |                                       |
| <b>Address Line 2:</b>                                                                                                                                                                          | Key Tower, Suite 2000                  |                       |                                       |
| <b>Address Line 4:</b>                                                                                                                                                                          | Cleveland, OHIO 44114                  |                       |                                       |
| <b>NAME OF SUBMITTER:</b>                                                                                                                                                                       | Brian A. Bulson                        |                       |                                       |
| <b>SIGNATURE:</b>                                                                                                                                                                               | /Brian A. Bulson/                      |                       |                                       |
| <b>DATE SIGNED:</b>                                                                                                                                                                             | 06/04/2018                             |                       |                                       |
| <b>Total Attachments: 18</b>                                                                                                                                                                    |                                        |                       |                                       |

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## 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 **CYPRIMUM INVESTORS IV AIV ILP** ("Lender"), a Delaware limited partnership with an address at 461 Fifth Avenue – 26<sup>th</sup> floor, New York, NY 10017, Attention: Michael Conaton.

### WITNESSETH:

**WHEREAS**, pursuant to that certain Second Amendment and Joinder to Senior Subordinated Second Lien Loan and Security Agreement, dated as of even date herewith (the "Loan Agreement"), among Grantors, 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 Loan Agreement as a borrower from time to time, collectively, the "Borrowers", and each a "Borrower"), and Lender, Lender has made the Loan 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 Loan Agreement.

**WHEREAS**, pursuant to such Loan Agreement, Grantors have granted to Lender 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 Lender'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 Loan 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 Loan Agreement or

any Other Document, to secure the prompt payment and performance of all Obligations to Lender and each other Secured Party, each Grantor hereby assigns, pledges and grants to Lender 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.

Section 2. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to Lender pursuant to the Loan Agreement, and Grantors hereby acknowledge and agree that the rights and remedies of Lender with respect to the security interests and Liens in the Intellectual

Property Collateral made and granted hereby are more fully set forth in the Loan 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 Lender 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 Lender in accordance with this paragraph), Grantors shall, concurrently with the next scheduled delivery of a Compliance Certificate under Section 9.7 of the Loan Agreement following acquisition of such new Registered Intellectual Property, deliver to Lender 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 Lender and each other Secured Party, to secure the Obligations. Each such Supplement is intended by the parties to be filed, and Grantors hereby authorize Lender 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 Lender, 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 Lender 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 Loan Agreement shall constitute an "Event of Default" under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Lender, in addition to

all other rights, options, and remedies granted to Lender under the Loan Agreement or any Other Document, or otherwise available to Lender 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 Lender under the Loan Agreement or any Other Document, each Grantor hereby authorizes Lender, 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 Lender 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 Lender may deem necessary or desirable in order for Lender 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 Lender, its successors and assigns, and any officer, employee, attorney or Lender 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 Loan 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 Loan Agreement herein provided for above, the provisions of Section 16.1 of the Loan Agreement (agreements regarding, consents to and waivers regarding jurisdiction and venue), Section 16.5 of the Loan Agreement (indemnities by Grantors), Section 16.6 of the Loan Agreement (notices), Section 16.7 of the Loan Agreement (survival of certain provisions), Section 16.9 of the Loan Agreement (expenses), Section 16.10 of the Loan Agreement (injunctive relief) and Article XII of the Loan 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 Lender, 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 Lender.


Section 11. Intercreditor Agreement. Notwithstanding anything to the contrary contained herein, the rights and obligations of Secured Party evidenced hereby are subject to the Intercreditor Agreement, as may hereafter be amended, supplemented or otherwise modified from time to time in accordance with its terms.

[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: Jared Collinge  
Title: CFO

ACCEPTED AND AGREED  
as of the date first above written:

**CYPRIVM INVESTORS IV AIV I LP,**  
as the Lender

By: Cyprivm IV Management LLC, its General Partner

By: Cyprivm Investment Partners LLC, its Manager

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



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:

**CYPRIMUM INVESTORS IV AIV I LP,**  
as the Lender

By: Cyprimum IV Management LLC, its General Partner

By: Cyprimum Investment Partners LLC, its Manager

By:   
Name: Michael S. Grantor  
Title: Managing Partner

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.<br>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     | POWERA (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 CYPRIUM INVESTORS IV AIV I LP ("Lender"), a Delaware limited partnership with an address at 461 Fifth Avenue – 26<sup>th</sup> floor, New York, NY 10017, Attention: Michael Conaton.

**W I T N E S E T H**

WHEREAS, Grantors and Lender 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 Lender and each other Secured Party, Grantors have assigned, pledged and granted to Lender 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 Lender 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 Loan Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Lender and each other Secured Party, each Grantor hereby assigns, pledges and grants to Lender 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 Lender 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 Lender 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:

**CYPRIMUM INVESTORS IV AIV I LP,**  
as the Lender

By: Cyprimum IV Management LLC, its General Partner

By: Cyprimum Investment Partners LLC, its Manager

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

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

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