

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501379

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RMG NETWORKS HOLDING CORPORATION		09/28/2018	Corporation: DELAWARE
RMG NETWORKS, INC.		09/28/2018	Corporation: DELAWARE
RMG ENTERPRISE SOLUTIONS, INC.		09/28/2018	Corporation: DELAWARE
RMG NETWORKS MIDDLE EAST, LLC		09/28/2018	Limited Liability Company: NEVADA
RMG NETWORKS LIMITED		09/28/2018	Private Limited Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	MERION INVESTMENT PARTNERS III, L.P.		
Street Address:	555 East Lancaster Avenue		
Internal Address:	Suite 500		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4482421	CHALKBOXTV	
Registration Number:	4222205	RMG	
Registration Number:	4685251	RMG	
Serial Number:	86597990	RMG NETWORKS	
Serial Number:	86597987	RMG NETWORKS	
Serial Number:	77755558	INVIEW MOBILE	
Serial Number:	87514743	KORBYT	
Serial Number:	87492891	RMG	
Serial Number:	87538270	KORBYTGO	
Serial Number:	87537345	KORBYTGO	
Serial Number:	87538274	KORBYT	

OP \$290.00 4482421

CORRESPONDENCE DATA**Fax Number:**

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: 7037125390
Email: mguidry@mcguirewoods.com
Correspondent Name: Melissa Guidry
Address Line 1: 1750 Tysons Blvd
Address Line 4: Tysons, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	2067902-0008
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NAME OF SUBMITTER:	Melissa Guidry
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SIGNATURE:	/Melissa Guidry/
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DATE SIGNED:	12/10/2018
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Total Attachments: 32

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Grant of Security Interest. RMG NETWORKS HOLDING CORPORATION, a Delaware corporation, RMG NETWORKS, INC., a Delaware corporation, RMG ENTERPRISE SOLUTIONS, INC., a Delaware corporation, RMG NETWORKS MIDDLE EAST, LLC, a Nevada limited liability company, and RMG NETWORKS LIMITED, a private limited company organized under the laws of England and Wales (individually each referred to herein as “Debtor” and collectively the “Debtors”), receipt of which hereby is acknowledged, hereby enters into this Intellectual Property Security Agreement (this “Agreement”) and grants MERION INVESTMENT PARTNERS III, L.P., (the “Secured Party”) a security interest in, and pledges, all of Debtors’ right, title and interest in, to and under the collateral described below, whether now existing or hereafter arising or acquired (the “Collateral”).

The Collateral includes:

- 1.1 all of Debtors’ trademarks, trade names, trade dress, corporate names, fictitious names, trade styles, service marks, logos, commercial symbols, prints and labels on which any of the foregoing have appeared, now appear or hereafter appear, designs and the good will and general intangibles of like nature relating thereto, now existing or hereafter adopted or acquired, and all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office (the “Patent and Trademark Office”) or in any other office or agency of the United States or any State thereof, or any other country or any political subdivision thereof, including, but not limited to, those described on Schedule A hereto, and all renewals thereof and all licenses thereof (whether as licensor or licensee) and other agreements and/or rights of any kind relating thereto (all of the foregoing being herein referred to as the “Trademarks”);
- 1.2 all of Debtors’ copyrights, whether registered or not, of the United States or any other country, and all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, applications, registrations and recordings in the United States Copyright Office (the “Copyright Office”) or of any other country, including, but not limited to, those described on Schedule B hereto, and all variations, adaptations, derivatives, renewals thereof and all licenses thereof (whether as licensor or licensee) and other agreements and/or rights of any kind relating thereto (all of the foregoing being herein referred to as the “Copyrights”);
- 1.3 all of Debtors’ trade secrets, proprietary information and “know-how” (all of the foregoing being herein referred to as the “Trade Secrets”);
- 1.4 all of Debtors’ patent applications and patents, now existing or hereafter adopted or acquired, and all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, applications, registrations and recordings in the Patent and Trademark Office or in any other office or agency of the United States or any State thereof, or any other country or any political subdivision thereof, including, but not limited to, those described on Schedule C hereto, and all renewals thereof and all licenses thereof (whether as licensor or licensee) and other agreements and/or rights of any kind relating thereto (all of the foregoing being herein referred to as the “Patents”);

- 1.5 all license agreements regarding Trademarks, Copyrights, Trade Secrets or Patents between Debtors and any other party, whether Debtors are licensors or licensees under any such license agreement, including, but not limited to, those described on Schedule D hereto (all of the foregoing being herein referred to as the "Licenses");
- 1.6 all of Debtors' Domain Names, including, but not limited to, those described on Schedule E hereto (all of the foregoing being herein referred to as the "Domain Names").
- 1.7 all of Debtors' rights to sue and other claims for past, present and future infringements or misappropriations of any of such Trademarks, Copyrights, Trade Secrets and Patents or dilution thereof, or for injury to the good will associated therewith;
- 1.8 all income, damages and other amounts payable to Debtors of any kind under or with respect to any of the foregoing, including, without limitation, royalty fees, proceeds of infringement suits and other amounts of any kind; and
- 1.9 all proceeds and products of the foregoing, in whatever form the same may be,

for the purpose of securing the payment to the Secured Party of all of the following ("Obligations"): all loans, advances, debts, liabilities, obligations, covenants and duties owing to the Secured Party from Debtors of any kind or nature, present or future, arising under: (i) the Note Purchase Agreement by and between Debtors and the Secured Party of even date herewith (the "Note Purchase Agreement"); and (ii) any other agreement, instrument or document executed in connection with the Note Purchase Agreement, whether or not for the payment of money, whether arising by reason of an extension of credit, opening of a letter of credit, loan, guaranty, indemnification or in any other manner, whether direct or indirect (including those acquired by assignment, participation, purchase, negotiation, discount or otherwise), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising and whether or not contemplated by Debtors or the Secured Party or the Secured Party's Affiliates on the date hereof; and, as to all of the foregoing, including any amendments, modifications or superseding documents to each of the foregoing; and all charges, expenses, fees, including, but not limited to, reasonable attorneys' fees, and any other sums chargeable to Debtors under any of the Obligations. As used herein, "Secured Party's Affiliate" will mean any person, partnership, joint venture, company or business entity under common control or having similar equity holders owning at least ten percent (10%) thereof with a Secured Party, whether such common control is direct or indirect. All of the Secured Party's direct or indirect parent corporations, sister corporations and subsidiaries will be deemed to be a Secured Party's Affiliate for purposes of this Agreement.

2. Collateral Assignment.

- 2.1 In addition to, and not in limitation of, the grant of the security interest in the Trademarks, Copyrights, Trade Secrets, Licenses, Patents and Domain Names in Section 1 above, Debtors hereby grant, assign, transfer, convey and set over to the Secured Party, Debtors' entire right, title and interest in and to the Trademarks, Copyrights, Trade Secrets, Licenses, Patents and Domain Names; provided that such grant, assignment, transfer and conveyance will become effective immediately and automatically after the occurrence of an Event of Default (as defined in the Note Purchase Agreement and herein referred to as an "Event of Default"). Debtors hereby agree that after the effectiveness of such grant, assignment, transfer and conveyance of any of the Trademarks, Copyrights, Trade Secrets, Licenses, Patents and Domain Names,

and the use by the Secured Party of any such Trademarks, Copyrights, Trade Secrets, Licenses, Patents, and Domain Names, such use will be without any liability for royalties or other related charges from the Secured Party to Debtors.

2.2 In addition, Debtors will, at such time as Debtors have any federally registered license, trademark, copyright, patent or domain name, execute in blank and deliver to the Secured Party an Assignment of Trademarks, Copyrights, Patents, Licenses and Domain Names (the "IP Assignment") owned by it in the form of Exhibit A hereto. In any such instance, Debtors hereby authorize the Secured Party to complete as Assignee and record with the Patent and Trademark Office and the Copyright Office, each IP Assignment upon the occurrence of an Event of Default that is continuing at the time of filing.

3. General Representations and Warranties. Debtors represent and warrant as follows:

3.1 All Trademarks, Copyrights, Licenses, Patents and Domain Names are valid, enforceable and subsisting to the extent that the failure to be valid, enforceable and subsisting would have a material adverse effect on the business and assets of Debtors.

3.2 Debtors have the requisite power and authority to execute, deliver and perform this Agreement, and this Agreement is the legal, valid and binding obligation of Debtors, enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws affecting creditor's rights generally and by general principals of equity relating to enforceability.

3.3 The Schedules hereto are true and complete lists of all of the registered Collateral as of the date hereof.

3.4 This Agreement creates a legal and valid lien on the Collateral, enforceable against Debtors in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws affecting creditor's rights generally and by general principals of equity relating to enforceability.

3.5 With the exception of the consent required by the Senior Lender (as defined in the Note Purchase Agreement, this Agreement does not violate and is not in contravention of any other agreement to which Debtors are a party or any judgment or decree by which Debtors are bound and does not require any consent under any other agreement to which Debtors are a party or by which Debtors are bound.

3.6 Debtors have notified the Secured Party in writing of all uses of any Trademark, Copyright or Patent prior to Debtors' use, of which such Debtors have Knowledge (as defined in the Note Purchase Agreement), which would in the reasonable judgment of each Debtor materially lead to such item becoming invalid or unenforceable, including prior unauthorized uses by third parties and uses that were not supported by the good will of the business connected with such item.

3.7 To the Knowledge of Debtor, Debtor's products have been marked as required by statute with respect to the Collateral.

- 3.8 To the Knowledge of Debtor, Debtor has used consistent standards of quality in manufacturing, distribution and marketing of each product sold and provision of each service provided under any Collateral, and has taken all steps necessary to ensure that all licensed users of any Collateral use such consistent standards of quality.
4. Trademark Representations and Warranties. Each debtor represents and warrants as follows:
- 4.1 Except for the Permitted Encumbrances and except as otherwise set forth on Schedule F hereto, Debtor is the sole, legal and beneficial owner of the entire right, title and interest in and to the Trademarks purported to be granted by it hereunder, free and clear of any lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not) or covenant, or any other encumbrance, except for the security interests created or permitted by this Agreement or the Note Purchase Agreement. No financing statement or similar instrument is in effect covering all or any part of the Trademarks purported to be granted by Debtor hereunder or is on file in any recording office, including, without limitation, the Patent and Trademark Office and the equivalent offices in any foreign jurisdiction, except such as may have been filed in favor of the Secured Party or the Senior Lender (as defined in the Note Purchase Agreement).
- 4.2 Set forth on Schedule A hereto is a list of all of the registered Trademarks owned by Debtor.
- 4.3 Each Trademark identified on Schedule A hereto is validly subsisting and has not been abandoned or adjudged invalid, unregistrable or unenforceable, in whole or in part, and is, to Debtor's Knowledge, valid, registrable and enforceable.
5. Copyright Representations and Warranties. Each Debtor represents and warrants as follows:
- 5.1 Except for the Permitted Encumbrances and except as otherwise set forth on Schedule F hereto, Debtor is the sole, legal and beneficial owner of the entire right, title and interest in and to the Copyrights purported to be granted by it hereunder, free and clear of any lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not) or covenant, or any other encumbrance, except for the security interests created or permitted by this Agreement or the Note Purchase Agreement. No financing statement or similar instrument is in effect covering all or any part of the Copyrights purported to be granted by Debtor hereunder or is on file in any recording office, including, without limitation, the Copyright Office and the equivalent offices in any foreign jurisdiction, except such as may have been filed in favor of the Secured Party or the Senior Lender.
- 5.2 Set forth on Schedule B hereto is a list of all of the registered Copyrights owned by each Debtor.
- 5.3 Each Copyright identified on Schedule B hereto is validly subsisting and has not been abandoned or adjudged invalid, unregistrable or unenforceable, in whole or in part, and is, to Debtor's Knowledge, valid, registrable and enforceable.
6. Patent Representations and Warranties. Each Debtor represents and warrants as follows:
- 6.1 Except for the Permitted Encumbrances and except as otherwise set forth on Schedule F hereto, Debtor is the sole, legal and beneficial owner of the entire right, title and interest

in and to the Patents purported to be granted by it hereunder, free and clear of any lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not) or covenant, or any other encumbrance, except for the security interests created or permitted by this Agreement or the Note Purchase Agreement. No financing statement or similar instrument is in effect covering all or any part of the Patents purported to be granted by Debtor hereunder or is on file in any recording office, including, without limitation, the Patent and Trademark Office and the equivalent offices in any foreign jurisdiction, except such as may have been filed in favor of Secured Party or the Senior Lender.

- 6.2 Set forth on Schedule C hereto is a list of all of the registered Patents owned by Debtor.
 - 6.3 Each Patent identified on Schedule C hereto is validly subsisting and has not been abandoned or adjudged invalid, unregistrable or unenforceable, in whole or in part, and is, to Debtor's Knowledge, valid, registrable and enforceable.
7. Covenants. Each Debtor covenants and agrees as follows:
- 7.1 Anything herein to the contrary notwithstanding, Debtor will remain liable under the Collateral to observe and perform all of the conditions and obligations to be observed and performed by Debtor thereunder, all in accordance with and pursuant to the terms and provisions thereof.
 - 7.2 Debtor will furnish to the Secured Party within three (3) months of acquiring or becoming aware of such ownership interest, and not less frequently than upon each anniversary of execution of this Agreement, statements and schedules identifying and describing any material change, including, but not limited to, material additions and/or deletions in the Collateral, and such other reports in connection with the Collateral as the Secured Party may reasonably request, all in reasonable detail, and including a detailed explanation of any deletions therefrom.
 - 7.3 Debtor (either itself or through its licensees) will: (i) continue to properly use and maintain each Trademark or Patent that is material to Debtor's business in full force and free from any claim of abandonment for non-use; (ii) maintain, as in the past, the quality of products and services offered under each such Trademark; (iii) employ each such Trademark or Patent with the appropriate notice of application or registration; and (iv) not, and not permit any licensee or sub-licensee thereof to, do any act or knowingly omit to do any act whereby such Trademark or Patent may become invalidated, including, but not limited to, entering into any agreement which is inconsistent with Debtor's obligations under this Agreement. Debtor hereby grants to the Secured Party and its employees, agents and designees, the right, upon reasonable prior notice and during business hours, to visit Debtor's plants and facilities which manufacture, distribute or store products sold under the Trademark or Patent, and to inspect the products and quality control records relating thereto.
 - 7.4 Debtor will not do any act, or omit to do any act, whereby any Copyright that is material to Debtor's business may become abandoned, part of the public domain or otherwise unenforceable.
 - 7.5 Debtor shall notify the Secured Party immediately if Debtor has Knowledge that any application or registration relating to any Copyright, Trademark or Patent that is material

to Debtor's business, and any intellectual property that may be subject to a license that is material to Debtor's business, may become abandoned, invalid or otherwise unenforceable, or of any adverse determination or development, including, but not by way of limitation, the institution of, or any such determination or development in, any proceeding in the Patent and Trademark Office or the Copyright Office or any court, regarding the ownership of any part of the Collateral that is material to Debtor's business, its right to register the same, or to keep, use, enforce and/or maintain the same.

- 7.6 If at any time after the date of this Agreement, Debtor obtains rights to any new or additional Collateral, or becomes entitled to the benefit of any application or registration for any re-issue, division, re-examination, continuation-in-part, continuation, renewal or extension of any Collateral or any improvements, adaptations or derivations on any Collateral, the provisions of this Agreement will automatically apply thereto and Debtor will give to the Secured Party prompt written notice thereof. Debtor authorizes the Secured Party to modify this Agreement by adding from time to time an Exhibit B, which Exhibit B will include any such future Collateral and applications, and Debtor will execute and deliver to the Secured Party from time to time such supplemental assignments or other instruments as the Secured Party may reasonably request for the purpose of confirming and perfecting the Secured Party's interest in such Collateral. In no event will Debtor, either itself or through any agent, employee, licensee or designee, file an application for the issuance of any patent or the registration of any trademark with the Patent and Trademark Office, or for any copyright registration with the Copyright Office, or any office or agency of the United States or any State thereof or of any other country or any political subdivision thereof, or enter into any license, unless it promptly informs the Secured Party, and, upon request of the Secured Party, executes and delivers any and all agreements, instruments, documents, and papers as the Secured Party may reasonably request to evidence and perfect the Secured Party's security interest in such Collateral for which registration has been applied and the good will and other intellectual property and related general intangibles of Debtor relating thereto or represented thereby, and Debtor hereby constitutes the Secured Party as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest and irrevocable until the Obligations are indefeasibly paid in full and this Agreement is terminated.
- 7.7 Debtor will take all necessary steps, including, without limitation, in any proceeding before the Patent and Trademark Office, the Copyright Office or any appropriate office or agency in any state or in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Collateral that is material to Debtor's business, including, without limitation, filing of applications for renewal, payment of maintenance fees, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings.
- 7.8 If any of the Collateral is infringed and Debtor concludes that such infringement will have a material adverse effect on Debtor's business, or if any of the Collateral is misappropriated, diluted or otherwise used or returned without authorization by a third party, Debtor will promptly notify the Secured Party after Debtor learns thereof and will take such actions as the Secured Party will reasonably deem appropriate under the circumstances to protect such Collateral.

- 7.9 Debtor, at its sole cost and expense, will (i) appear in and defend any action arising out of, or in any manner connected with, any of the Collateral that is material to Debtor's business or the obligations or liabilities of Debtor thereunder, and (ii) allow the Secured Party by its agents reasonable access to the books and records of Debtor relating to the Collateral upon reasonable prior notice and during business hours.
- 7.10 Except for the Permitted Encumbrances as set forth on Schedule F hereto and except as otherwise set forth on Schedule F hereto, Debtor will not (i) sell, assign, pledge or otherwise transfer or encumber all or any part of its interest in any of the Collateral except as otherwise expressly permitted in the Note Purchase Agreement, (ii) grant any license under any of the Collateral, or (iii) enter into any agreement which is inconsistent with Debtor's obligations under this Agreement; provided that Debtor may license the Collateral (x) in the ordinary course of Debtor's business, if and only if such license is necessary or desirable in the conduct of Debtor's business; or (y) in connection with a sale of assets expressly permitted in the Note Purchase Agreement, if and only if such license is on terms reasonably expected to maximize the gain to Debtor resulting from the granting of such license. The Secured Party will execute any documents that Debtor may reasonably require in order to permit Debtor to exercise its rights hereunder to license the Collateral; provided that in no event will the Secured Party be required to do anything that may, in the reasonable judgment of the Secured Party, result in adversely affecting the lien granted hereunder or the assignment of the Collateral located in any foreign jurisdiction.
- 7.11 Debtor hereby presently grants to the Secured Party a license to use the Collateral upon and after the foreclosure upon, sale or other transfer of all or any part of the Collateral by or to the Secured Party pursuant to the Note Purchase Agreement and/or this Agreement subsequent to an Event of Default. The license granted in this paragraph 7.11 may be transferred by the Secured Party, without Debtor's consent, to any purchaser or other transferee of any or all of the Collateral. This license may not be revoked until all of the Obligations have been satisfied in full and the Note Purchase Agreement has been terminated in accordance with its terms.

8. Expenses.

- 8.1 At its option upon the occurrence of an Event of Default and during the continuation thereof, the Secured Party may discharge taxes, liens, security interests or such other encumbrances as may attach to the Collateral, and may pay for the maintenance and preservation of the Collateral, as reasonably determined by the Secured Party to be necessary. Debtors will reimburse the Secured Party on demand for any payment so made or any expense incurred by the Secured Party pursuant to the foregoing authorization, and the Collateral also will secure any advances or payments so made or expenses so incurred by the Secured Party.
- 8.2 Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, reasonable attorneys' fees and legal expenses, incurred by the Secured Party in connection with the preparation of this Agreement and all other documents relating hereto, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall, to the extent permitted by applicable law,

be borne and paid by Debtor on demand by the Secured Party and until so paid shall be added to the principal amount of the Obligations and shall bear interest at a per annum rate equal to the highest rate of interest applicable to any of the Obligations under the Note Purchase Agreement.

9. Collections. After the occurrence of an Event of Default and during the continuation thereof, if directed by the Secured Party, whenever Debtor receives any payment with respect to any of the Collateral it will hold such payment in trust for the Secured Party and forthwith will deliver to the Secured Party the same in the form received by Debtor without commingling with any funds belonging to Debtor, and promptly will deposit the same in a special collateral account with the Secured Party.
10. Notification of Third Parties. The Secured Party, at any time after the occurrence of an Event of Default and during the continuation thereof, and without notice to Debtors, may notify any persons who are indebted to Debtors with respect to any of the Collateral of the assignment thereof to the Secured Party and may direct such persons to make payment directly to the Secured Party of the amounts due. At the request of the Secured Party after the occurrence of an Event of Default and during the continuation thereof, defaulting Debtor will direct any persons who are indebted to Debtor with respect to any of the Collateral to make payment directly to the Secured Party. The Secured Party is authorized to give receipts to such persons for any such payments and such persons will be protected in making such payments to the Secured Party.
11. Execution of Appropriate Documentation with Respect to the Collateral. With respect to any and all of the Collateral, Debtors agree to do and cause to be done all things reasonably necessary or appropriate to perfect, maintain the priority of and keep in full force and effect the security interest granted by Debtors to the Secured Party, including, but not limited to, the prompt payment upon demand therefor by the Secured Party of all fees and expenses (including documentary stamp, excise or intangibles taxes) incurred in connection with the preparation, delivery or filing of any document or the taking of any action deemed necessary or appropriate by the Secured Party to perfect, protect or enforce a security interest in any of the Collateral for the benefit of the Secured Party, subject only to the Permitted Encumbrances as set forth on Schedule F hereto and the Permitted Encumbrances (as defined in the Note Purchase Agreement). All amounts not so paid when due will be added to the Obligations and (in addition to other rights and remedies resulting from such non-payment) will bear interest from the date of demand until paid in full at a per annum rate equal to the highest rate of interest applicable to any of the Obligations under the Note Purchase Agreement. Debtors also authorize the Secured Party to file one or more financing statements, as deemed necessary or desirable by the Secured Party (including, but not limited to, any correction statements as set forth more fully in UCC Section 9-518), which financing statements list or otherwise describe the Collateral as consisting of all of Debtors' assets or words to that effect, regardless of the actual description of the Collateral set forth in this Agreement. Debtors hereby ratify any filing by the Secured Party that predates the date of this Agreement but that was intended to perfect the security interest granted hereby.
12. Receivers. Upon or at any time after the occurrence of an Event of Default and during the continuation thereof, unless otherwise prohibited by applicable law, and subject to the rights of the holder of any Permitted Encumbrance, the Secured Party may request the appointment of a receiver of the Collateral. Such appointment may be made without notice, and without regard to: (i) the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of the Obligations; and (ii) the value of the Collateral at such time. Such receiver will have the power to take possession, control and care of the Collateral and to collect all accounts resulting therefrom. Notwithstanding the appointment of

any receiver, trustee or other custodian, the Secured Party will be entitled to the possession and control of any cash, or other instruments at the time held by, or payable or deliverable under the terms of this Agreement to, the Secured Party.

13. Default.

- 13.1 Upon the occurrence of an Event of Default and during the continuation thereof, the Secured Party may exercise any one or more of the rights and remedies granted pursuant to this Agreement or given to a secured party under applicable law, as it may be amended from time to time, including but not limited to: (i) the right to take possession and sell, lease or otherwise dispose of the Collateral; (ii) at its option, the right to operate, use or exercise any rights of ownership pertaining to the Collateral as the Secured Party deems necessary to preserve the value and receive the benefits of the Collateral; (iii) the right to exercise any and all rights and remedies of Debtor under, in connection with, or otherwise in respect of, the Collateral, including the completion and filing of the IP Assignment; and (iv) the right to license such Collateral or any part thereof. Upon the occurrence of an Event of Default and during the continuation thereof, the Secured Party may, so far as Debtor can give authority therefor, enter upon any premises on which the Collateral or any part thereof may be situated and take possession of and remove the same therefrom. The Secured Party may require Debtor to make the Collateral available to the Secured Party at a place to be designated by the Secured Party that is reasonably convenient to both parties.
- 13.2 Debtor further agrees that in the event of any disposition of the Collateral upon an Event of Default and the continuation thereof, Debtor will duly execute, acknowledge and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of registrations and/or applications for registration of all Trademarks, Copyrights and Patents. Debtor hereby irrevocably appoints the Secured Party as its attorney in fact, with full power of substitution, to execute, deliver and record such documents on Debtor's behalf upon the occurrence and continuation of an Event of Default. For the purpose of enabling the Secured Party to exercise its rights and remedies upon an Event of Default, Debtor hereby grants to the Secured Party an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Debtor) to use, assign, license or sublicense any of the Collateral, now owned or hereafter acquired by Debtor, and wherever the same may be located.
- 13.3 The net proceeds arising from the disposition of the Collateral after deducting expenses incurred by the Secured Party will be applied to the Obligations in the order determined by the Secured Party. If any excess remains after the discharge of all of the Obligations, the same will be paid to Debtor or as required by law. If after exhausting all of the Collateral, there should be a deficiency, Debtor will be liable therefor to the Secured Party; provided, however, that nothing contained herein will obligate the Secured Party to proceed against the Collateral prior to making a claim against Debtor or any other party obligated under the Obligations or prior to proceeding against any other collateral for the Obligations.
- 13.4 Whenever notice is required by law to be sent by the Secured Party to Debtor of any sale, lease or other disposition of the Collateral, ten (10) days' written notice sent to Debtor's address set forth herein for notices will be reasonable.

- 13.5 The rights and remedies provided herein are cumulative and are not exclusive of any other rights or remedies provided by applicable law.
14. Enforcement Actions. To the extent permitted by applicable law, the Secured Party may, but will in no way be obligated to, bring suit in its own name to enforce the Collateral and any license thereunder. If the Secured Party elects to bring any such suit in its own name, Debtors will at the request of the Secured Party do any and all lawful acts and execute any and all proper documents reasonably requested by the Secured Party in aid of such enforcement, including, but not limited to, joining with the Secured Party in the commencement and maintenance of such suit, and agreeing to be named as a party therein, and Debtors will promptly, upon demand, reimburse and indemnify the Secured Party for all reasonable costs and expenses incurred by the Secured Party in the exercise of its rights under this Section 14.
15. The Secured Party's Duties. The powers conferred on the Secured Party hereunder are solely to protect the interest of the Secured Party in the Collateral, and will not impose any duty upon the Secured Party to exercise any such powers. Except for the custody of any Collateral in the Secured Party's possession and the accounting for moneys actually received by the Secured Party hereunder, the Secured Party will have no duty as to any of the Collateral or as to the taking of any necessary steps to preserve rights against other parties or any other rights pertaining to any of the Collateral. The Secured Party will be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Secured Party accords its own similar property.
16. Obligations, Indemnifications, and Expenses. If Debtor fails to comply with any of its obligations hereunder, the Secured Party may, but will not be obligated to, do so at the expense of Debtor. To the extent that the Secured Party incurs any reasonable costs or expenses in protecting or enforcing its rights in the Collateral or observing or performing any of the conditions or obligations of Debtor hereunder, including, but not limited to, reasonable attorneys' fees and the costs and expenses of litigation, such costs and expenses will be due on demand, will be included in the indebtedness secured hereby and will bear interest from the incurring or payment thereof at a per annum rate equal to the highest rate of interest applicable to any of the Obligations under the Note Purchase Agreement. Debtors will indemnify and hold the Secured Party harmless against (i) all expenses, liabilities, losses and damages that the Secured Party may incur with respect to any of the Collateral or under or by reason of this Agreement, and (ii) all claims and demands whatsoever that may be asserted against the Secured Party by reason of this Agreement or any act of the Secured Party under this Agreement or with respect to any of the Collateral.
17. The Secured Party's Power of Attorney. After the occurrence of an Event of Default and during the continuation thereof, Debtors hereby irrevocably constitute and appoint the Secured Party, and any officer thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Debtor or in its name, from time to time in the Secured Party's discretion for the purpose of carrying out the terms of this Agreement, to take any and all appropriate actions and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, Debtors hereby give the Secured Party the power and right, on behalf of each Debtor, after an Event of Default and during the continuation thereof, and without notice to or assent by Debtor, to do the following:
- 17.1 to receive payment of, endorse and receipt for, any and all monies, claims and other amounts due and to become due at any time in respect of or arising out of the Collateral;

- 17.2 to commence and prosecute any suits, actions or proceeding at law or in equity in any court of competent jurisdiction to collect any of the Collateral and to enforce any other right in respect of the Collateral;
- 17.3 to settle, compromise or adjust any suit, action or proceeding described above, and, in connection therewith, to give such discharges or releases as the Secured Party may deem appropriate;
- 17.4 to execute, in connection with the sale provided for in Section 13 hereof, any endorsement, assignments or other instruments of conveyance or transfer with respect to the Collateral; and
- 17.5 generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, and to do, at the Secured Party's option, at any time, or from time to time, all acts and things which the Secured Party deems necessary in its reasonable discretion to protect or preserve the Collateral and the Secured Party's security interest and rights therein in order to effect the intent of this Agreement, all as fully and effectively as Debtors might do.

Debtors hereby ratify all that such attorneys will lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest, will be irrevocable and will terminate only upon payment in full of the Obligations and the termination of all financing arrangements relating thereto and this Agreement. The powers conferred upon the Secured Party hereunder are solely to protect the Secured Party's interests in the Collateral and will not impose any duty upon it to exercise any such powers. The Secured Party will have no obligation to preserve any rights of any third parties in the Collateral or to perform any duties or obligations of Debtors under or with respect to any of the Collateral. The Secured Party will be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it, any of its affiliates nor any of its agents will be responsible to Debtors for any action taken or omitted to be taken in good faith or in reliance on the advice of counsel except for its own gross negligence or willful misconduct. The Secured Party agrees to promptly provide Debtors with copies of all material documents executed or notice actions taken on behalf of Debtors pursuant to its power of attorney granted by this Section 17.

18. General.

18.1 Waiver. No delay or omission on the part of the Secured Party to exercise any right or power arising from any default or Event of Default will impair any such right or power or be considered a waiver of any such right or power or a waiver of any such default or Event of Default or an acquiescence therein, nor will the action or non-action of the Secured Party in case of such Default or Event of Default impair any right or power arising as a result thereof or affect any subsequent default or any other default of the same or a different nature.

18.2 Notices. All notices, demands, requests, consents or approvals and other communications required or permitted hereunder will be in writing, and, to the extent required by applicable law, will comply with the requirements of the Uniform Commercial Code then in effect, and will be addressed to such party at the address set forth below or to such other address as any party may give to the other in writing for such purpose:

To the Secured Party: Merion Investment Partners III, L.P.
555 East Lancaster Avenue, Suite 500
Radnor, Pennsylvania 19087
Attention: Anthony R. Caringi
Telephone: (610) 230-0882
Facsimile: (610) 945-1654

with a copy to:

McGuireWoods LLP
77 West Wacker Drive, Suite 4100
Chicago, Illinois 60601
Attention: Mark A. Kromkowski
Telephone: (312) 849-8170
Facsimile: (312) 698-4548

To Debtors:

RMG Networks Holding Corporation
c/o Virgo Capital Fund III, L.P.
815-A Brazos Street, #501
Austin, Texas 78701
Attention: Hemanth Parasuram
Telephone: (512) 674-5071
Facsimile: (512) 519-1656

with a copy to:

McAfee & Taft A Professional Corporation
10th Floor, Two Leadership Square
211 N. Robinson
Oklahoma City, Oklahoma 73102
Attention: Joshua D. Smith
Telephone: (405) 552-2301
Facsimile: (405) 228-7301

All such communications, if personally delivered, will be conclusively deemed to have been received by a party hereto and to be effective when so delivered; if given by mail, on the fourth (4th) business day after such communication is deposited in the mail with first-class postage prepaid, return receipt requested; or if sent by overnight courier service, on the day after deposit thereof with such service; or if sent by certified or registered mail, on the third (3rd) business day after the day on which deposited in the mail.

- 18.3 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of Debtors and the Secured Party and their respective successors and assigns; provided, however, that Debtors may not assign this Agreement in whole or in part without the prior written consent of the Secured Party and the Secured Party may assign this Agreement in whole or in part at any time in accordance with the terms of the Note Purchase Agreement. All references herein to "Debtor," "Debtors" and the "Secured Party" will be deemed to apply to Debtors and the Secured Party and their respective successors and assigns.

- 18.4 Modifications. No modification or waiver of any provision of this Agreement nor consent to any departure by Debtor therefrom, will be established by conduct, custom or course of dealing; and no modification, waiver or consent will in any event be effective unless the same is in writing and specifically refers to this Agreement, and then such waiver or consent will be effective only in the specific instance and for the purpose for which given. No notice to or demand on Debtor in any case will entitle Debtor to any other or further notice or demand in the same, similar or other circumstance.
- 18.5 Illegality. If fulfillment of any provision hereof or any transaction related hereto or of any provision of this Agreement, at the time performance of such provision is due, involves transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled will be reduced to the limit of such validity.
- 18.6 Gender, etc. Whenever used herein, the singular number will include the plural, the plural the singular and the use of the masculine, feminine or neuter gender will include all genders.
- 18.7 Headings. The headings in this Agreement are for convenience only and will not limit or otherwise affect any of the terms hereof.
- 18.8 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.
- 18.9 Definitions. Capitalized terms used herein and not otherwise defined will be given the definitions set forth in the Note Purchase Agreement or the Uniform Commercial Code in force and effect in the State indicated in the Governing Law section of this Agreement.
- 18.10 Governing Law. All matters arising from or relating to this Agreement, including but not limited to any claims as well as the validity, interpretation, or enforcement of this note, shall be exclusively governed by and construed in accordance with the laws of the State of Illinois, without regard to any jurisdiction's conflict of laws principles.
- 18.11 Jurisdiction. Debtor hereby irrevocably agrees and submits to the exclusive jurisdiction of the courts of the Commonwealth or of the United States of America for the Eastern District of Pennsylvania and hereby expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum. Each party hereby irrevocably consents to the service of process of any of the aforementioned courts in any suit, action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid to its address set forth in Section 18.2, such service to become effective 10 days after such mailing.
- 18.12 Waiver of Jury Trial. EACH OF THE PARTIES HERETO WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS NOTE OR THE VALIDITY, PROTECTION, INTERPRETATION, OR ENFORCEMENT HEREOF. THE

SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THIS NOTE, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS TRANSACTION, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS. EACH OF THE PARTIES HERETO FURTHER WARRANTS AND REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT EACH HAS KNOWINGLY AND VOLUNTARILY WAIVED ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS NOTE, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THIS NOTE. IN THE EVENT OF LITIGATION, THIS NOTE MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT. EACH OF THE PARTIES HERETO ALSO WAIVES ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF EACH.

DEBTOR ACKNOWLEDGES THAT DEBTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE WAIVER OF JURY TRIAL, AND HAS BEEN ADVISED BY COUNSEL AS NECESSARY OR APPROPRIATE.

Dated as of September 28, 2018.

(Signature Page Follows)

WHEREAS, the parties listed below have executed this Intellectual Property Security Agreement as of the date first listed above.

DEBTORS:

RMG Networks Holding Corporation
a Delaware corporation

By: _____
Name: Jana Ahlfinger Bell
Title: Executive Vice President and Chief Financial Officer

RMG Networks, Inc.,
a Delaware corporation

By: _____
Name: Jana Ahlfinger Bell
Title: Executive Vice President and Chief Financial Officer

RMG Enterprise Solutions, Inc.,
a Delaware corporation

By: _____
Name: Jana Ahlfinger Bell
Title: Executive Vice President and Chief Financial Officer

RMG Networks Middle East, LLC,
a Nevada limited liability company

By: _____
Name: Jana Ahlfinger Bell
Title: Executive Vice President and Chief Financial Officer

RMG Networks Limited,
a private limited company in
England and Wales


By: _____
Name: Jana Ahlfinger Bell
Title: Executive Vice President and Chief Financial Officer

SECURED PARTY:

MERION INVESTMENT PARTNERS III, L.P.,
a Delaware limited partnership

By: Merion Financial Partners III, L.P., its General
Partner

By: Phineas Management LLC, its General
Partner

By: 
Name: Anthony R. Carlini
Title: monkey

SCHEDULE A

Trademarks

Registrations:

<u>Trademark</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CHALKBOXTV	United States	4482421	11-Feb-14
RMG	United States	4222205	09-Oct-12
RMG	United States	4685251	10-Feb-15
RMG NETWORKS	United States	86597990	15-Apr-15
RMG NETWORKS & Design	United States	86597987	15-Apr-15
INVIEW-MOBILE	United States	77755558	26-Jul-05
KORBYT	United States	87514743	03-Jul-17

Applications:

<u>Trademark Application</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
RMG NETWORKS & DESIGN	CANADA	1724311	17-Apr-15
RMG & DESIGN	EU	16950909	05-Jul-17
RMG & DESIGN	United States	87492891	16-Jun-17
KORBYTGO & DESIGN	United States	87538270	21-Jul-17
KORBYTGO	United States	87537345	21-Jul-17
KORBYT & DESIGN	United States	87538274	21-Jul-17

SCHEDULE B

Copyrights

(a)(iii) Registered Copyrights and Applications for Copyrights

<u>Title of Work</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Symon broadcast: V.8.1.SP2	TXu001312416	13-Apr-06
Symon community 2.8	TXu1312418	12-Apr-06
Symon Community: version 2.8e	TXu001295197	12-Apr-06
Symon design studio: V.8.1.SP2	TXu001312422	12-Apr-06
Symon deskview: V.8.1.SP2	TXu001312415	12-Apr-06
Symon digital appliance (SDA-500) v.2.13 ; SDA-500	TXu001307864	13-Apr-06
Symon enterprise broadcast: V 3.01a	TXu001312417	12-Apr-06
Symon enterprise edit: V3.01a	TXu001297589	12-Apr-06
Symon enterprise server admin package: V.8.1.SP2	TXu001312421	12-Apr-06
Symon enterprise server (SES) composer: Composer	TXu001342052	12-Apr-06
Symon portal admin.	TXu001292373	11-Apr-06
Symon says: V.8.1.SP2	TXu001312419	12-Apr-06
Symon view II: V.8.1.SP2	TXu001312420	12-Apr-06
Symon vista: V.2.0	TXu001312423	12-Apr-06

SCHEDULE C

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Visual Messaging System for High Speed Networks	US6294982B1	25-Sep-01
Method and Apparatus for Providing Power to a Visual Messaging System for High-Speed Networks	US6844823	18-Jan-05

Provisional Patent Applications

Scriptlets: 62682483

Content Builder: 62682578

Player Software Architecture: 62682608

SCHEDULE D

Licenses

None.

SCHEDULE E

Domain Names

chalkbox.net

chalkboxtv.com

chalkboxtv.net

intelligentvisualsoptions.com

inviewmobile.com

korbyt.co.uk

korbyt.com

korbyt.net

korbyt.solutions

korbytgo.co.uk

korbytgo.com

korbytgo.net

korbytgo.solutions

maximiseled.com

maximiseled.solutions

maxled.solutions

rmg-networks.co.uk

rmg-networks.com

rmgds.com

rmghive.com

rmginview.com

rmgluxe.com

rmgmaestro.com

rmgmax.com
rmgmore.com
rmgn.co
rmgnetworks.com
rmgnetworks.net
rmgnetworks.solutions
symon.com
targetvision.com
Korbyt.dom
Korbyt11.com
Korbytdev.com
Korbyt-test.com
Corbyt.com
Korbyt.co.uk
Korbyt.net
Korbytgo.com
Korbytgo.co.uk
Korbytgo.net
Korbytstaging.com
Korbytvnext.com
Corbyt.com
Korbyt-test.com
Korbytstaging.com
Korbytvnext.com
Bannerwebportal.co.uk

Dacon.co.uk

Maximisedled.solutions

Viewyourshow.co.uk

Viewyourshow.com

SCHEDULE F

Permitted Liens; Claims or Legal Action

None.

EXHIBIT A

FORM ASSIGNMENT OF TRADEMARKS, COPYRIGHTS, PATENTS, LICENSES AND DOMAIN NAMES

THIS ASSIGNMENT OF TRADEMARKS, COPYRIGHTS, PATENTS, LICENSES AND DOMAIN NAMES, (this "Assignment") is made as of _____, 20__ by RMG NETWORKS HOLDING CORPORATION ("Debtor") in favor of MERION INVESTMENT PARTNERS III, L.P. (the "Secured Party"). All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the Note Purchase Agreement (as defined herein).

1. Recitals.

- 1.1 The Secured Party and Debtor have entered into that certain Note Purchase Agreement dated as of September 28, 2018 (as from time to time amended, modified, supplemented, restated, amended and restated, substituted, refinanced or replaced, the "Note Purchase Agreement").
- 1.2 Debtor has entered into an Intellectual Property Security Agreement (the "IP Security Agreement") dated as of September 28, 2018 pursuant to which Debtor has granted to the Secured Party a security interest in Debtor's Trademarks, Copyrights, Trade Secrets, Patents, Licenses and Domain Names (as such terms are defined therein) to secure the Obligations (as defined in the IP Security Agreement).
- 1.3 Debtor: (i) has adopted and used and is using the Trademarks, or is the owner of the registrations of and pending registration applications for such Trademarks in the Patent and Trademark Office as set forth on Schedule A thereto; (ii) is the owner of and uses the Copyrights set forth on Schedule B thereto; (iii) is the owner of Trade Secrets, if any; (iv) has adopted and used and is using the Patents, or is the owner of the registrations of and pending registration applications for such Patents in the Patent and Trademark Office as set forth on Schedule C thereto (v) is a party to and has rights under the Licenses set forth on Schedule D thereto; and (vi) is the owner of the Domain Names set forth on Schedule E thereto (the Trademarks, Copyrights, Trade Secrets, Patents Licenses, and Domain Names will be collectively referred to as the "Collateral").
- 1.4 The Secured Party desires to acquire the Trademarks, Copyrights, Trade Secrets, Patents, Licenses and Domain Names and the registrations thereof and registration applications therefor, as applicable, in connection with the exercise of its remedies after the occurrence of an Event of Default and during the continuation thereof.

2. Agreement.

- 2.1 For good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby assign, sell and transfer unto the Secured Party all right, title and interest in and to the Trademarks, Copyrights, Trade Secrets, Licenses, Patents and Domain Names, together with (i) the registrations of and registration applications therefor, or issued patents and applications therefor, as applicable, (ii) the goodwill of the business symbolized by and associated with the Trademarks and the registrations thereof, (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or

damage or injury to the Trademarks, Copyrights, Trade Secrets, Patents and Domain Names, or the registrations thereof or such associated goodwill, and (iv) all rights of Debtor to enforce all of the Licenses.

- 2.2 Debtor hereby grants to the Secured Party, and notice is hereby given that Debtor has granted to the Secured Party a security interest in the Collateral to secure the payment and performance in full of all of the Obligations.
- 2.3 This Assignment is intended to and shall take effect as a sealed instrument at such time as the Secured Party will complete this instrument by signing its acceptance of this Assignment below.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have duly executed this Assignment of Trademarks, Copyrights, Licenses, Patents and Domain Names on the day and year first written above.

DEBTORS:

RMG Networks Holding Corporation,
a Delaware corporation

By: _____
Name:
Title:

RMG Networks, Inc.,
a Delaware corporation

By: _____
Name:
Title:

RMG Enterprise Solutions, Inc.,
a Delaware corporation

By: _____
Name:
Title:

RMG Networks Middle East, LLC,
a Nevada limited liability company

By: _____
Name:
Title:

RMG Networks Limited,
a private limited company in England and Wales

By: _____
Name:
Title:

The foregoing assignment of the Trademarks, Copyrights, Licenses, Patents and Domain Names, and the registrations thereof and registration applications therefor by Debtor is hereby accepted as of _____, 20__.

SECURED PARTY:

MERION INVESTMENT PARTNERS III, L.P.,
a Delaware limited partnership

By: Merion Financial Partners III, L.P., its General
Partner

By: Phineas Management, LLC, its General
Partner

By: _____
Name:
Title:

EXHIBIT B

FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this “Supplement”) dated as of _____, 20__, is made by and between RMG NETWORKS HOLDING CORPORATION, a Delaware corporation (“Debtor”), and MERION INVESTMENT PARTNERS III, L.P. (the “Secured Party”) now or hereafter party to that certain the Note Purchase Agreement dated as of September 28, 2018 between Debtor and the Secured Party (as from time to time amended, modified, supplemented, restated, amended and restated, substituted, refinanced or replaced, the “Note Purchase Agreement”). All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the IP Security Agreement (as defined below).

1. Recitals.

- 1.1 Debtor is required under the terms of the Note Purchase Agreement and that certain Intellectual Property Security Agreement dated as of September 28, 2018 by Debtor in favor of the Secured Party (as from time to time amended, modified, supplemented, restated, amended and restated, substituted, refinanced or replaced, the “IP Security Agreement”) to cause certain intellectual property owned by it and listed on Schedules I, II, III, IV and V to this Supplement (the “Additional Collateral”) to become subject to the IP Security Agreement.
- 1.2 A material part of the consideration given in connection with and as an inducement to the execution and delivery of the Note Purchase Agreement by the Secured Party was the obligation of Debtor to grant a security interest in the assets described herein to the Secured Party, whether then owned and not required to be subject to a pledge or subsequently acquired or created.
- 1.3 The Secured Party has required Debtor to grant to the Secured Party a security interest in the Additional Collateral in accordance with the terms of the Note Purchase Agreement and the IP Security Agreement.

2. Agreement. Debtor hereby agrees as follows with the Secured Party:

- 2.1 Debtor hereby affirms and acknowledges the grant of a security interest in the Additional Collateral contained in the IP Security Agreement and hereby grants to the Secured Party a security interest in the Additional Collateral listed on Schedules I, II, III, IV and V to this Supplement and all proceeds thereof.
- 2.2 Debtor hereby acknowledges, agrees and confirms that by its execution of this Supplement, the Additional Collateral constitute “Collateral” under and is subject to the IP Security Agreement. Each of the representations and warranties with respect to the Collateral contained in the IP Security Agreement is hereby made by Debtor with respect to the Additional Collateral. Revised Schedules A, B, C, D and E to the IP Security Agreement reflecting the Additional Collateral are being delivered herewith to the Secured Party.

(Signature Page Follows)

Debtor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its authorized officer as of the day and year first above written.

DEBTOR:

RMG Networks Holding Corporation,
a Delaware corporation

By: _____

Name:

Title:

RMG Networks, Inc.,
a Delaware corporation

By: _____

Name:

Title:

RMG Enterprise Solutions, Inc.,
a Delaware corporation

By: _____

Name:

Title:

RMG Networks Middle East, LLC,
a Nevada limited liability company

By: _____

Name:

Title:

RMG Networks Limited,
a private limited company in England and Wales

By: _____

Name:

Title:

ACKNOWLEDGED AND ACCEPTED:

SECURED PARTY:

MERION INVESTMENT PARTNERS III, L.P.,
a Delaware limited partnership

By: Merion Financial Partners III, L.P., its General Partner

By: Phineas Management, LLC, its General Partner

By: _____
Name:
Title:

SCHEDULE I

Trademarks and Trademark Applications

SCHEDULE II

Copyrights

SCHEDULE III

Patents

SCHEDULE IV

Licenses

SCHEDULE V

Domain Names