# OP \$665.00 8800787

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM494368

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ZAGG AMPLIFIED, INC.		10/17/2018	Corporation:

#### **RECEIVING PARTY DATA**

Name:	KEYBANK NATIONAL ASSOCIATION
Street Address:	127 Public Square
Internal Address:	Attn: Asset Based Lending
City:	Cleveland
State/Country:	ОНЮ
Postal Code:	44114
Entity Type:	a national banking association: UNITED STATES

#### **PROPERTY NUMBERS Total: 26**

Property Type	Number	Word Mark
Serial Number:	88007879	360 COMMAND
Serial Number:	87905727	360GO
Serial Number:	87284733	BRAVA ADAPT
Serial Number:	87284723	BRAVA ONE
Serial Number:	87832524	BRAVEN
Registration Number:	5078575	BRAVEN
Registration Number:	4336017	BRAVEN
Registration Number:	5509805	BRAVEN VALE
Serial Number:	87428646	BRAVEN VILLA
Serial Number:	87699965	FIELD TESTED, USER APPROVED
Serial Number:	87270740	FLYE SPORT
Serial Number:	87818577	FLYE SPORT COMMAND
Serial Number:	87270741	FLYE SPORT GLO
Serial Number:	87270746	FLYE SPORT POWER
Serial Number:	87270748	FLYE SPORT REFLECT
Serial Number:	87284751	NOW YOU'RE READY
Serial Number:	87284742	READY ELITE
Serial Number:	87284735	READY PRIME

TRADEMARK REEL: 006506 FRAME: 0245

900470394

Property Type	Number	Word Mark
Serial Number:	87384744	RVCP
Serial Number:	87284748	READY SOLO
Serial Number:	87874512	PIXELATO
Serial Number:	87336741	STRYDE
Serial Number:	87336747	STRYDE 360
Serial Number:	87336759	STRYDE XL
Serial Number:	87820475	TEAM MODE
Registration Number:	5509804	VALE

#### CORRESPONDENCE DATA

**Fax Number:** 2165665800

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:** 216-566-5791

**Email:** jennifer.hardy@thompsonhine.com

Correspondent Name: David D. Thomas, Esq.
Address Line 1: 127 Public Square
Address Line 2: 3900 Key Tower

Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER:	David D. Thomas
SIGNATURE:	/s/ David D. Thomas
DATE SIGNED:	10/17/2018

#### **Total Attachments: 25**

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# INTELLECTUAL PROPERTY SECURITY AGREEMENT (Subsidiary)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made effective as of the 17<sup>th</sup> day of October, 2018 by ZAGG AMPLIFIED, INC., a Delaware corporation (the "Pledgor"), in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association, as the administrative agent under the Credit Agreement, as hereinafter defined (the "Administrative Agent"), for the benefit of the Administrative Agent and the Lenders, as hereinafter defined.

#### 1. Recitals.

ZAGG Inc, a Delaware corporation (together with its successors and assigns, the "Borrower"), entered into that certain Amended and Restated Credit and Security Agreement, dated as of April 12, 2018, with the lenders from time to time party thereto (together with their respective successors and assigns, collectively, the "Lenders" and, individually, each a "Lender") and the Administrative Agent (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement"). The Pledgor desires that the Lenders continue to grant to the Borrower the financial accommodations as described in the Credit Agreement.

The Pledgor, a subsidiary of the Borrower whose financing is provided by the Loans and Letters of Credit as each term is defined in the Credit Agreement, deems it to be in the direct pecuniary and business interests of the Pledgor that the Borrower continue to obtain from the Lenders the Commitment, as defined in the Credit Agreement, and the Loans and Letters of Credit provided for in the Credit Agreement.

The Pledgor understands that the Lenders are willing to continue to grant the financial accommodations provided for in the Credit Agreement only upon certain terms and conditions, one of which is that the Pledgor grant to the Administrative Agent, for the benefit of the Lenders, a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of each financial accommodation granted to the Borrower by the Lenders, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. <u>Definitions</u>. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Assignment" means an Assignment in the form of Exhibit A attached hereto.

"Collateral" means, collectively, all of the Pledgor's existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and

copyright registrations and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, rights in trade dress, publicity, works of authorship and other unregistered copyrightable material, improvements, and proprietary and confidential information, including, without limitation, personal, financial, and other sensitive data, plans, know-how, processes, formulae, algorithms and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) general intangibles and all intangible intellectual or similar property of the Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not the Administrative Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing.

"Event of Default" means an event or condition that constitutes an Event of Default, as defined in Section 8.1 hereof.

"Obligations" means, collectively, (a) all Indebtedness and other obligations now owing or hereafter incurred by the Borrower to the Administrative Agent, the Swing Line Lender, the Issuing Lender or any Lender pursuant to the Credit Agreement and the other Loan Documents, and includes the principal of and interest on all Loans, and all obligations of the Borrower or any other Credit Party pursuant to Letters of Credit; (b) each extension, renewal, consolidation or refinancing of any of the foregoing, in whole or in part; (c) the commitment and other fees, and any prepayment fees, payable pursuant to the Credit Agreement or any other Loan Document; (d) all fees and charges in connection with the Letters of Credit; (e) every other liability, now or hereafter owing to the Administrative Agent or any Lender by any Company or the Pledgor pursuant to the Credit Agreement or any other Loan Document; and (f) all Related Expenses.

"Proceeds" means (a) proceeds, as that term is defined in the U.C.C., and any other proceeds, and (b) whatever is received upon the sale, exchange, collection, or other disposition of Collateral or proceeds, whether cash or non-cash. Cash proceeds include, without limitation, moneys, checks, and Deposit Accounts. Proceeds include, without limitation, any Account arising when the right to payment is earned under a contract right, any insurance payable by reason of loss or damage to the Collateral, and any return or unearned premium upon any cancellation of insurance.

"Secured Obligations" means, collectively, (a) the Obligations, (b) all obligations and liabilities of the Companies owing to a Lender (or an entity that is an affiliate of a then existing Lender) under Hedge Agreements, and (c) the Bank Product Obligations owing to a Lender (or an entity that is an affiliate of a then existing Lender) under Bank Product Agreements; provided that Secured Obligations of a Credit Party shall not include Excluded Swap Obligations owing from such Credit Party.

"USCO" means the United States Copyright Office in Washington, D.C.

"USPTO" means the United States Patent and Trademark Office in Alexandria, Virginia.

- 3. <u>Grant of Security Interest</u>. In consideration of and as security for the full and complete payment of all of the Secured Obligations, the Pledgor hereby agrees that the Administrative Agent shall at all times have, and hereby grants to the Administrative Agent, for the benefit of the Lenders, a security interest in all of the Collateral, including (without limitation) all of the Pledgor's future Collateral, irrespective of any lack of knowledge by the Administrative Agent or the Lenders of the creation or acquisition thereof.
- 4. <u>Representations and Warranties</u>. The Pledgor hereby represents and warrants to the Administrative Agent and each Lender as follows:
- 4.1. The Pledgor owns all of the Collateral and, whether the same are registered or unregistered, and no such Collateral has been adjudged invalid or unenforceable.
  - 4.2. The Collateral is valid and enforceable.
- 4.3. The Pledgor has no knowledge of any material claim that the use of any of the Collateral does or may violate the rights of any Person.
- 4.4. Except for liens expressly permitted pursuant to Section 5.9 of the Credit Agreement, the Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons.
- 4.5. The Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.
- 4.6. The Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a material adverse effect on the Pledgor.
- 5. <u>Further Assignment Prohibited</u>. The Pledgor shall not enter into any agreement that is inconsistent with the Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral, without the Administrative Agent's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.
- 6. <u>Right to Inspect</u>. The Pledgor hereby grants to the Administrative Agent, for the benefit of the Lenders, and its employees and agents the right, upon prior reasonable notice to Pledgor and during regular business hours, to visit any location of the Pledgor or, if applicable, any other location, and to inspect the products and quality control records relating thereto at the

Pledgor's expense, except that no such notice shall be required upon the occurrence of an Event of Default.

7. <u>Standard Patent and Trademark Use</u>. The Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. The Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. The Pledgor shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, <sup>TM</sup>, and <sup>SM</sup> where appropriate.

#### 8. Events of Default and Remedies.

- 8.1. The occurrence of an Event of Default, as defined in the Credit Agreement, shall constitute an Event of Default.
- 8.2. The Administrative Agent, for the benefit of the Lenders, shall at all times have the rights and remedies of a secured party under the U.C.C. as in effect from time to time, in addition to the rights and remedies of a secured party provided elsewhere within this Agreement, any Note or any other Loan Document, or otherwise provided in law or equity.
- 8.3. The Pledgor expressly acknowledges that the Administrative Agent, on behalf of the Lenders, shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, the Pledgor shall execute and deliver to the Administrative Agent the Assignment, which Assignment shall have no force and effect and shall be held by the Administrative Agent in escrow until the occurrence of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of the Administrative Agent in the form reflected on the face of the Assignment and the Administrative Agent may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate.
- 8.4. If an Event of Default shall occur, the Pledgor irrevocably authorizes and empowers the Administrative Agent, on behalf of the Lenders, to terminate the Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to the Pledgor or any other Person or property, all of which the Pledgor hereby waives, and upon such terms and in such manner as the Administrative Agent may deem advisable, the Administrative Agent, on behalf of the Lenders, in its sole discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that the Pledgor may have therein, at any time, or from time to time. No prior notice need be given to the Pledgor or to any other Person in the case of any sale of Collateral that the Administrative Agent determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case the Administrative Agent shall give the Pledgor no fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other

intended disposition thereof is to be made. The Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, the Administrative Agent or any Lender may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights the Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, the Administrative Agent may apply the net proceeds of each such sale to or toward the payment of the Secured Obligations, whether or not then due, in such order and by such division as the Administrative Agent, in its sole discretion, may deem advisable. Any excess, to the extent permitted by law, shall be paid to the Pledgor, and the obligors on the Secured Obligations shall remain liable for any deficiency.

- 9. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. The Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that the Pledgor shall not be obligated to maintain any Collateral in the event the Pledgor determines, in the reasonable business judgment of the Pledgor, that the maintenance of such Collateral is no longer necessary in the Pledgor's business. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by the Administrative Agent and the Lenders in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, attorneys' 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 be borne and paid by the Pledgor, upon demand by the Administrative Agent and, until so paid, shall be added to the principal amount of the Secured Obligations.
- 10. The Pledgor's Obligation to Prosecute. Except as otherwise agreed to by the Administrative Agent in writing, the Pledgor shall have the duty to prosecute diligently any patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter until the Secured Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by the Pledgor. The Pledgor shall not abandon any Collateral without the prior written consent of the Administrative Agent, unless such abandonment will not have a material adverse effect on the Pledgor or such abandonment is in connection with the abandonment of a product or product line.
- 11. <u>Administrative Agent's Right to Enforce</u>. The Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. The Administrative Agent, on behalf of the Lenders, shall have the right, but shall have no obligation, to join in any such action. The Pledgor shall promptly, upon demand, reimburse and indemnify the Administrative Agent and the Lenders for all damages, reasonable costs and expenses, including attorneys' fees, incurred by the Administrative Agent

and the Lenders in connection with the provisions of this Section 11, in the event the Administrative Agent, on behalf of the Lenders, elects to join in any such action commenced by the Pledgor.

- 12. <u>Power of Attorney</u>. The Pledgor hereby authorizes and empowers the Administrative Agent, on behalf of the Lenders, to make, constitute and appoint any officer or agent of the Administrative Agent as the Administrative Agent may select, in its exclusive discretion, as the Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence of an Event of Default, the Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent, on behalf of the Lenders, to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for the Administrative Agent, on behalf of the Lenders, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill, to any Person or Persons. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.
- 13. Administrative Agent's Right to Perform Obligations. If the Pledgor fails to comply with any of its obligations under this Agreement, the Administrative Agent, on behalf of the Lenders, may, but is not obligated to, do so in the name of the Pledgor or in the name of the Administrative Agent, on behalf of the Lenders, but at the Pledgor's expense, and the Pledgor hereby agrees to reimburse the Administrative Agent, upon request, in full for all expenses, including reasonable attorneys' fees, incurred by the Administrative Agent and the Lenders in protecting, defending and maintaining the Collateral.
- 14. <u>Additional Documents</u>. The Pledgor shall, upon written request of the Administrative Agent, enter into such additional documents or instruments as may be required by the Administrative Agent in order to effectuate, evidence or perfect the interest of the Administrative Agent and the Lenders in the Collateral, as evidenced by this Agreement.
- 15. New Collateral. If, before the Secured Obligations shall have been irrevocably paid in full and the Commitment terminated, the Pledgor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and the Pledgor shall give the Administrative Agent prompt written notice thereof.
- 16. <u>Modifications for New Collateral</u>. The Pledgor hereby authorizes the Administrative Agent to modify this Agreement by amending <u>Schedule 1</u> hereto to include any future Collateral as contemplated by Sections 1 and 15 hereof and, at the Administrative Agent's request, the Pledgor shall execute any documents or instruments required by the Administrative Agent in order to modify this Agreement as provided by this Section 16, provided that any such modification to <u>Schedule 1</u> shall be effective without the signature of the Pledgor.
- 17. <u>Maximum Liability of the Pledgor and Rights of Contribution</u>. It is the desire and intent of the Pledgor, the Administrative Agent and the Lenders that this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each

jurisdiction in which enforcement is sought. If and to the extent that the obligations of the Pledgor under this Agreement would, in the absence of this sentence, be adjudicated to be invalid or unenforceable because of any applicable state or federal law relating to fraudulent conveyances or transfers, then anything in this Agreement or any other Loan Document to the contrary notwithstanding, in no event shall the amount of the Secured Obligations secured by this Agreement by the Pledgor exceed the maximum amount that (after giving effect to the incurring of the obligations hereunder and to any rights to contribution of the Pledgor from other affiliates of Borrower) would not render the rights to payment of the Administrative Agent and the Lenders hereunder void, voidable or avoidable under any applicable fraudulent transfer law. The Pledgor hereby agrees that, in connection with the payments made hereunder, the Pledgor shall have a right of contribution from other Credit Parties, as appropriate, in accordance with applicable law. Such contribution rights shall be waived until such time as the Secured Obligations have been irrevocably paid in full, and the Pledgor shall not exercise any such contribution rights until the Secured Obligations have been irrevocably paid in full.

- 18. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to the Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature pages of this Agreement, if to the Administrative Agent or any Lender, mailed or delivered to it, addressed to the address of the Administrative Agent or such Lender specified on the signature pages of the Credit Agreement or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered (if received during normal business hours on a Business Day, such Business Day, otherwise the following Business Day) or two Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile or electronic communication, in each case of facsimile or electronic communication with telephonic confirmation of receipt. All notices pursuant to any of the provisions hereof shall not be effective until received.
- 19. No Waiver or Course of Dealing. No course of dealing between the Pledgor and the Administrative Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any such Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 20. Remedies Cumulative. Each right, power or privilege specified or referred to in this Agreement is in addition to any other rights, powers and privileges that the Administrative Agent or the Lenders may have or acquire by operation of law, by other contract or otherwise. Each right, power or privilege may be exercised by the Administrative Agent and the Lenders either independently or concurrently with other rights, powers and privileges and as often and in such order as the Administrative Agent and the Lenders may deem expedient. All of the rights and remedies of the Administrative Agent and the Lenders with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

- 21. <u>Severability</u>. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 22. <u>Modifications</u>. This Agreement may be amended or modified only by a writing signed by the Pledgor and the Administrative Agent. No waiver or consent granted by the Administrative Agent and the Lenders in respect of this Agreement shall be binding upon the Administrative Agent and the Lenders unless specifically granted in writing, which writing shall be strictly construed.
- 23. <u>Assignment and Successors</u>. This Agreement shall not be assigned by the Pledgor without the prior written consent of the Administrative Agent. This Agreement shall be binding upon the Pledgor and the successors and permitted assigns of the Pledgor, and shall inure to the benefit of and be enforceable and exercisable by the Administrative Agent on behalf of and for the benefit of the Administrative Agent and the Lenders and their respective successors and assigns. Any attempted assignment or transfer without the prior written consent of the Administrative Agent shall be null and void.
- 24. <u>Entire Agreement</u>. This Agreement integrates all of the terms and conditions with respect to the Collateral and supersedes all oral representations and negotiations and prior writings, if any, with respect to the subject matter hereof.
- 25. <u>Headings</u>; <u>Execution</u>. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement. This Agreement may be executed by facsimile signature, which, when so executed and delivered, shall be deemed to be an original.
- 26. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of the Pledgor, the Administrative Agent and the Lenders hereunder shall be governed by and construed in accordance with New York law. The Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any New York state or federal court sitting in New York County, New York, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and the Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. The Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. The Pledgor agrees that a final, nonappealable judgment in any such action or proceeding in any state or federal court in the State of New York shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

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4842-7143-7677.1

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

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

By:

Address: 910 West Legacy Center Drive

Suite 500

Midvale, Utah 84047

Attention: Chief Financial Officer

ZAGG AMPLIFIED IN

Chris Ahern President

Signature Page to Intellectual Property Security Agreement

# SCHEDULE 1

See attached.

#### **Patents:**

Fire	Application	Patent
	Number	Number
BATTERY-POWERED STEREO SPEAKER ASSEMBLY HAVING POWER CONNECTION FOR CHARGING A HANDHELD DEVICE	13/648,276	9,609,435
WIRELESS SPEAKER AND SYSTEM	14/987,731	9,883,265
MULTI-CHANNEL MIXING CONSOLE	15/174,963	9,985,676
WIRELESS SPEAKER HAVING USER		2,263,070
CONFIGURABLE STRAP	15/333,019	
WIRELESS EARPHONES AND EARPHONES CHARGING CASE	15/396,685	9,854,344
INTERACTIVE REMOTELY CONTROLLABLE	The state of the s	. , ,
PORTABLE WIRELESS SPEAKER SYSTEM	15/399,730	
PORTABLE SPEAKER WITH FEATURES FOR	15/444.326	
VEHICLE INTEGRATION AND SYSTEM	13/444,320	
BATTERY-POWERED STEREO SPEAKER	15/470,885	
ASSEMBLY HAVING POWER CONNECTION FOR CHARGING A HANDHELD DEVICE	15/1/0,005	
WIRELESS EARPHONES AND EARPHONES	15/854,684	
CHARGING CASE  DATTED V DOWEDED ODE A KED FOR		
BATTERY-POWERED SPEAKER FOR HANDHELD DEVICES	29/453,807	D719,932
BATTERY-POWERED SPEAKER FOR HANDHELD DEVICES	29/453,975	D715,258
WATER-RESISTANT, BATTERY-POWERED SPEAKER FOR HANDHELD DEVICES	29/455,121	D715,766
BATTERY-POWERED SPEAKER FOR		,
HANDHELD DEVICES	29/506,253	D741,839
WATER-RESISTANT, BATTERY-POWERED	20/50/ 007	D770 422
SPEAKER FOR HANDHELD DEVICES	29/506,907	D770,423
BATTERY-POWERED SPEAKER FOR	29/512,631	
HANDHELD DEVICES	, ·	
WIRELESS SPEAKER SYSTEM	29/522,866	D807,324
BATTERY-POWERED SPEAKER FOR	29/543,593	
HANDHELD DEVICES	, ,	
WATER-RESISTANT, BATTERY-POWERED SPEAKER	29/543,642	D813,839
WATER-RESISTANT, BATTERY-POWERED		
SPEAKER	29/545,282	D803,189
EAR HOOKS AND EARPHONES	29/550,366	
WIRELESS SPEAKER	29/550,464	D794,604
WIRELESS SPEAKER SYSTEM	29/550,572	D804,449
RUGGED SPEAKER	29/589,648	
RUGGED SPEAKER	29/589,651	
RUGGED SPEAKER	29/589,654	
RUGGED SPEAKER	29/589,655	
RUGGED SPEAKER WITH STRAP	29/589,791	
WIRELESS SPEAKER	29/613,881	
WATER-RESISTANT, BATTERY-POWERED	20/626 762	
SPEAKER	29/626,763	
WIRELESS SPEAKER SYSTEM	29/628,370	
WIRELESS SPEAKER AND SYSTEM	29/632,755	
WATER-RESISTANT, BATTERY-POWERED	29/642,124	
SPEAKER		
MULTI-CHANNEL MIXING CONSOLE	15/992,151	
INTERACTIVE REMOTELY CONTROLLABLE PORTABLE WIRELESS SPEAKER SYSTEM	15/399,730	
AUDIO SPEAKER WITH EXTERNALLY REINFORCED PASSIVE RADIATOR ATTACHMENT	14/502,460	9,271,098
AUDIO SPEAKER WITH EXTERNALLY REINFORCED PASSIVE RADIATOR ATTACHMENT	15/051,617	
PROTECTIVE COVER FOR PORTABLE WIRELESS SPEAKER AND PROTECTIVE COVER SYSTEM	15/379,361	

The below application has previously been abandoned but is in the process of being revived:

Title	Application Number
WIRELESS SPEAKER HAVING USER CONFIGURABLE STRAP	15/333,019

DomainName	Registrar	TLD	Status
BRAVEN.AC	101domain.com - Incipio	.AC	Active
BRAVEN.AE	101domain.com - Incipio	.AE	Active
BRAVEN.AF	101domain.com - Incipio	.AF	Active
BRAVEN.AG	101domain.com - Incipio	.AG	Active
BRAVEN.AI	101domain.com - Incipio	.AI	Active
BRAVEN.AL	101domain.com - Incipio	.AL	Active
BRAVEN.AM	101domain.com - Incipio	.AM	Active
BRAVEN.AS	101domain.com - Incipio	.AS	Active
braven.asia	OnlyDomains.com - BravenLC		Active/Redirected
braven.at	OnlyDomains.com - BravenLC		Active/Redirected
BRAVEN.AW	101domain.com - Incipio	.AW	Active
BRAVEN.BA	101domain.com - Incipio	.BA	Active
braven.be	OnlyDomains.com - BravenLC		Active/Redirected
BRAVEN.BG	101domain.com - Incipio	.BG	Active
BRAVEN.BI	101domain.com - Incipio	.BI	Active
BRAVEN.BJ	101domain.com - Incipio	.BJ	Active
BRAVEN.BO	101domain.com - Incipio	.BO	Active
BRAVEN.BY	101domain.com - Incipio	.BY	Active
BRAVEN.BZ	101domain.com - Incipio	.BZ	Active
braven.ca	OnlyDomains.com - BravenLC		Active/Redirected
BRAVEN.CC	101domain.com - Incipio	.CC	Active
BRAVEN.CD	101domain.com - Incipio	.CD	Active
BRAVEN.CF	101domain.com - Incipio	.CF	Active
braven.ch	OnlyDomains.com - BravenLC		Active/Redirected
BRAVEN.CI	101domain.com - Incipio	.CI	Active
braven.cl	OnlyDomains.com - BravenLC		Active/Redirected
BRAVEN.CM	101domain.com - Incipio	.CM	Active
braven.cn	OnlyDomains.com - BravenLC		Active/Redirected
BRAVEN.CO	GoDaddy - 50298006	.co	Active
BRAVEN.CO.BW	101domain.com - Incipio	.CO.BW	Active
braven.co.nl	OnlyDomains.com - BravenLC		Active/Redirected
BRAVEN.CO.NZ	101domain.com - Incipio	.CO.NZ	Active
braven.co.ve	OnlyDomains.com - BravenLC		Active/Redirected
BRAVEN.CO.ZA	101domain.com - Incipio	.CO.ZA	Active
BRAVEN.CO.ZM	101domain.com - Incipio	.co.zm	Active
BRAVEN.CO.ZW	101domain.com - Incipio	.co.zw	Active
BRAVEN.COM	GoDaddy - 50298006	.com	Active
BRAVEN.COM.AU	GoDaddy - 50298006	.com.au	Active
braven.com.cn	OnlyDomains.com - BravenLC		Active/Redirected
braven.com.co	OnlyDomains.com - BravenLC		Active/Redirected
braven.com.de	OnlyDomains.com - BravenLC		Active/Redirected
braven.com.do	OnlyDomains.com - BravenLC		Active/Redirected

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braven.com.hk braven.com.my	OnlyDomains.com - BravenLC OnlyDomains.com - BravenLC		Active/Redirected Active/Redirected
braven.com.ph	OnlyDomains.com - BravenLC		Active/Redirected
braven.com.ru	OnlyDomains.com - BravenLC		Active/Redirected
braven.com.sg	OnlyDomains.com - BravenLC		Active/Redirected
BRAVEN.COM.TW	GoDaddy - 50298006	.com.tw	Active
BRAVEN.CR	101domain.com - Incipio	.COIII.tw	Active
BRAVEN.CX	101domain.com - Incipio	.CX	Active
BRAVEN.DJ	·	.CX	Active
braven.dk	101domain.com - Incipio	נט.	
BRAVEN.DM	OnlyDomains.com - BravenLC	DM	Active/Redirected Active
	101domain.com - Incipio	.DM	
braven.do	OnlyDomains.com - BravenLC	r.c	Active/Redirected Active
BRAVEN.EC	101domain.com - Incipio	.EC	
BRAVEN.EE	101domain.com - Incipio	.EE	Active
BRAVEN.ES	GoDaddy - 50298006	.es	Active
BRAVEN.FI	101domain.com - Incipio	.FI	Active
BRAVEN.FM	101domain.com - Incipio	.FM	Active
BRAVEN.FO	101domain.com - Incipio	.FO	Active
BRAVEN.GA	101domain.com - Incipio	.GA	Active
BRAVEN.GD	101domain.com - Incipio	.GD	Active
BRAVEN.GE	101domain.com - Incipio	.GE	Active
BRAVEN.GF	101domain.com - Incipio	.GF	Active
BRAVEN.GG	101domain.com - Incipio	.GG	Active
BRAVEN.GL	101domain.com - Incipio	.GL	Active
BRAVEN.GM	101domain.com - Incipio	.GM	Active
BRAVEN.GP	101domain.com - Incipio	.GP	Active
BRAVEN.GQ	101domain.com - Incipio	.GQ	Active
BRAVEN.GR	101domain.com - Incipio	.GR	Active
BRAVEN.GS	101domain.com - Incipio	.GS	Active
BRAVEN.GT	101domain.com - Incipio	.GT	Active
BRAVEN.GY	101domain.com - Incipio	.GY	Active
braven.hk	OnlyDomains.com - BravenLC		Active/Redirected
BRAVEN.HM	101domain.com - Incipio	.HM	Active
BRAVEN.HN	101domain.com - Incipio	.HN	Active
BRAVEN.HU	101domain.com - Incipio	.HU	Active
BRAVEN.IM	101domain.com - Incipio	.IM	Active
BRAVEN.IN	GoDaddy - 50298006	.in	Active
BRAVEN.IS	101domain.com - Incipio	.IS	Active
BRAVEN.IT	GoDaddy - 50298006	.it	Active
BRAVEN.JE	101domain.com - Incipio	.JE	Active
braven.jp	OnlyDomains.com - BravenLC		Active/Redirected
BRAVEN.KG	, 101domain.com - Incipio	.KG	Active
BRAVEN.KN	101domain.com - Incipio	.KN	Active
			= =

braven.kr	OnlyDomains.com - BravenLC		Active/Redirected
BRAVEN.KZ	101domain.com - Incipio	.KZ	Active
BRAVEN.LA	101domain.com - Incipio	.LA	Active
BRAVEN.LC	101domain.com - Incipio	.LC	Active
BRAVEN.LI	101domain.com - Incipio	.LI	Active
BRAVEN.LK	101domain.com - Incipio	.LK	Active
BRAVEN.LT	101domain.com - Incipio	.LT	Active
braven.lu	OnlyDomains.com - BravenLC		Active/Redirected
BRAVEN.LV	101domain.com - Incipio	.LV	Active
BRAVEN.LY	101domain.com - Incipio	.LY	Active
BRAVEN.MA	101domain.com - Incipio	.MA	Active
BRAVEN.MD	101domain.com - Incipio	.MD	Active
BRAVEN.ME	GoDaddy - 50298006	.me	Active
BRAVEN.MG	101domain.com - Incipio	.MG	Active
BRAVEN.MK	101domain.com - Incipio	.MK	Active
BRAVEN.ML	101domain.com - Incipio	.ML	Active
BRAVEN.MN	101domain.com - Incipio	.MN	Active
BRAVEN.MQ	101domain.com - Incipio	.MQ	Active
BRAVEN.MS	101domain.com - Incipio	.MS	Active
BRAVEN.MU	101domain.com - Incipio	.MU	Active
BRAVEN.MW	101domain.com - Incipio	.MW	Active
BRAVEN.MX	GoDaddy - 50298006	.mx	Active
braven.my	OnlyDomains.com - BravenLC		Active/Redirected
BRAVEN.NET	GoDaddy - 50298006	.net	Active
BRAVEN.NG	101domain.com - Incipio	.NG	Active
BRAVEN.NU	101domain.com - Incipio	.NU	Active
BRAVEN.NZ	101domain.com - Incipio	.NZ	Active
BRAVEN.PE	101domain.com - Incipio	.PE	Active
BRAVEN.PH	101domain.com - Incipio	.PH	Active
BRAVEN.PK	101domain.com - Incipio	.PK	Active
BRAVEN.PM	101domain.com - Incipio	.PM	Active
BRAVEN.PN	101domain.com - Incipio	.PN	Active
BRAVEN.PS	101domain.com - Incipio	.PS	Active
BRAVEN.PT	101domain.com - Incipio	.PT	Active
BRAVEN.PW	101domain.com - Incipio	.PW	Active
braven.qa	OnlyDomains.com - BravenLC		Active/Redirected
BRAVEN.RE	101domain.com - Incipio	.RE	Active
BRAVEN.RO	101domain.com - Incipio	.RO	Active
BRAVEN.RS	101domain.com - Incipio	.RS	Active
braven.ru	OnlyDomains.com - BravenLC		Active/Redirected
braven.sa.com	OnlyDomains.com - BravenLC		Active/Redirected
BRAVEN.SC	101domain.com - Incipio	.SC	Active
BRAVEN.SE	101domain.com - Incipio	.SE	Active

braven.sg	OnlyDomains.com - BravenLC		Active/Redirected
BRAVEN.SH	101domain.com - Incipio	.SH	Active
BRAVEN.SI	101domain.com - Incipio	.SI	Active
BRAVEN.SK	101domain.com - Incipio	.SK	Active
BRAVEN.SL	101domain.com - Incipio	.SL	Active
BRAVEN.SM	101domain.com - Incipio	.SM	Active
BRAVEN.SN	101domain.com - Incipio	.SN	Active
BRAVEN.SO	101domain.com - Incipio	.SO	Active
BRAVEN.SR	101domain.com - Incipio	.SR	Active
BRAVEN.ST	101domain.com - Incipio	.ST	Active
BRAVEN.SU	101domain.com - Incipio	.SU	Active
BRAVEN.SV	101domain.com - Incipio	.SV	Active
BRAVEN.SX	101domain.com - Incipio	.SX	Active
BRAVEN.TC	101domain.com - Incipio	.TC	Active
BRAVEN.TG	101domain.com - Incipio	.TG	Active
BRAVEN.TJ	101domain.com - Incipio	.TJ	Active
BRAVEN.TK	101domain.com - Incipio	.TK	Active
BRAVEN.TL	101domain.com - Incipio	.TL	Active
BRAVEN.TM	101domain.com - Incipio	.TM	Active
BRAVEN.TO	101domain.com - Incipio	.TO	Active
BRAVEN.TV	101domain.com - Incipio	.TV	Active
BRAVEN.TW	GoDaddy - 50298006	.tw	Active
BRAVEN.US	GoDaddy - 50298006	.us	Active
BRAVEN.UY	101domain.com - Incipio	.UY	Active
BRAVEN.UZ	101domain.com - Incipio	.UZ	Active
BRAVEN.VC	101domain.com - Incipio	.VC	Active
BRAVEN.VG	101domain.com - Incipio	.VG	Active
BRAVEN.VN	101domain.com - Incipio	.VN	Active
BRAVEN.VU	101domain.com - Incipio	.VU	Active
BRAVEN.WF	101domain.com - Incipio	.WF	Active
BRAVEN.WS	101domain.com - Incipio	.WS	Active
braven.za.com	OnlyDomains.com - BravenLC		Active/Redirected
BRAVENAUDIO.COM	GoDaddy - 50298006	.com	Active
BRAVENCOMPANY.COM	GoDaddy - 50298006	.com	Active
BRAVENCORP.COM	GoDaddy - 50298006	.com	Active
BRAVENDESIGN.COM	GoDaddy - 50298006	.com	Active
BRAVENINDUSTRIES.COM	GoDaddy - 50298006	.com	Active
BRAVENONLINE.COM	GoDaddy - 50298006	.com	Active
BRAVENPRODUCTS.COM	GoDaddy - 50298006	.com	Active
BRAVENSTORE.COM	GoDaddy - 50298006	.com	Active
BRAVENTECHNOLOGY.COM	GoDaddy - 50298006	.com	Active
BRAVENTHEWORLD.COM	GoDaddy - 50298006	.com	Active
BRAVENTOUGH.COM	GoDaddy - 50298006	.com	Active

BRAVIN.COM GoDaddy - 50298006 .com Active BRV.BZ GoDaddy - 8867544 .bz Active

# Registered Trademarks:

The second second	Country	Chass	Status		File	Reg Date
360 COMMAND	United States of America	9	Pending	88/007,879	6/20/2018	
360GO	United States	9	Published	87/905,727	5/3/2018	
BRAVA ADAPT	of America United States	9	Allowed	87/284,733	12/29/2016	
BRAVA ONE	of America United States	9	Allowed	87/284,723	12/29/2016	
BRAVEN	of America	9	Donding	3002876	1/15/2015	
	India		Pending			
BRAVEN	Thailand	9	Pending	862391	9/14/2012	
BRAVEN	Israel	9	Published	1243593	1/15/2015	
BRAVEN	Indonesia	6	Published	D002015059318	12/21/2015	
BRAVEN	United States of America	9	Published	87/832,524	3/13/2018	
BRAVEN	Antigua and Barbuda	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Albania	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Armenia	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Azerbaijan	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Bosnia and Herzegovina	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Bahrain	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Bonaire, St. Eustatuis and Saba	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Bhutan	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Botswana	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Belarus	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN		9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Switzerland Colombia	9				
			Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Cuba	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Curacao	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Cyprus	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Czech Republic	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Egypt	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Ghana	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Croatia	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Iran (Islamic Republic of)	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Iceland	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Kenya	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Kyrgyzstan	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Korea, Republic of	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Kazakhstan	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Liechtenstein	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Liberia	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Lesotho	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Monaco	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Moldova, Republic of	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Republic of Montenegro	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Madagascar	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Macedonia	9	Registered	1243593	1/15/2015	1/15/2015
		9				
BRAVEN	Mongolia		Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Mozambique	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Namibia	9	Registered	1243593	1/15/2015	1/15/2015

BRAVEN         Noway         9         Registered         1243593         1/15/2015         1/15/2015           BRAVEN         Republic of Serbia         Republic of Serbia         1/15/2015         1/15/20	Trademark	Country		Status	App. Reg. No.	Files	Reg. Date
BRAVEN							
BRAVEN	BRAVEN	Oman	9		1243593	1/15/2015	1/15/2015
RRAVEN   Rwanda   9   Registered   1243593   1/15/2015   1/15/2015   1/15/2015   RAVEN   Sudan   9   Registered   1243593   1/15/2015   1/15/2015   1/15/2015   RAVEN   Sierra Leone   9   Registered   1243593   1/15/2015   1/15/2015   RAVEN   San Marino   9   Registered   1243593   1/15/2015   1/15/2015   RAVEN   San Tome   9   Registered   1243593   1/15/2015   1/15/2015   RAVEN   San Tome   9   Registered   1243593   1/15/2015   1/15/2015   RAVEN   Sint Maarten   9   Registered   1243593   1/15/2015   1/15/2015   RAVEN   Swaziland   9   Registered   1243593   1/15/2015   1/15/2015   RAVEN   Tajikistan   9   Registered   1243593   1/15/2015   1/15/2015   RAVEN   Turkmenistan   9   Registered   1243593   1/15/2015   1/15/2015   RAVEN   Ukraine   9   Registered   1243593   1/15/2015   1/15/2015   RAVEN   Ukraine   9   Registered   1243593   1/15/2015   1/15/2015   RAVEN   Vietnam   9   Registered   1243593   1/15/2015   1/15/2015   RAVEN   Vietnam   9   Registered   1243593   1/15/2015   1/15/2015   RAVEN   Ukraine   9   Registered   1243593   1/15/2015   1/15/2015   RAVEN   Republic of   Registered   1243593   1/15/2015   1/15/2015   1/15/2015   RAVEN   Republic of   Registered   1243593   1/15/2015   1/15/2015   RAVEN   Republic of   Registered   1343593   1/15/2015   1/15/2015   1/15/2015   RAVEN   Registered   1343593   1/15/2015   1/15/2015   1/15/2015   1/15/2015   RAVEN   Register	BRAVEN		9		1243593	1/15/2015	1/15/2015
BRAVEN   Sudan   9	BRAVEN		9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN         Sierra Leone         9         Registered         1243593         1/15/2015         1/15/2015           BRAVEN         San Marino         9         Registered         1243593         1/15/2015         1/15/2015           BRAVEN         Sior Maarlen         9         Registered         1243593         1/15/2015         1/15/2015           BRAVEN         Simit Maarlen         9         Registered         1243593         1/15/2015         1/15/2015           BRAVEN         Talikistan         9         Registered         1243593         1/15/2015         1/15/2015           BRAVEN         Turikisan         9         Registered         1243593         1/15/2015         1/15/2015           BRAVEN         Turikisan         9         Registered         1243593         1/15/2015         1/15/2015           BRAVEN         Turikisa         9         Registered         1243593         1/15/2015         1/15/2015           BRAVEN         Ukraine         9         Registered         1243593         1/15/2015         1/15/2015           BRAVEN         Vicham         9         Registered         1243593         1/15/2015         1/15/2015           BRAVEN         Vicham         9	BRAVEN	Rwanda	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	BRAVEN	Sudan	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN   Sao Tome   9   Registered   1243593   1/15/2015   1/15/2015   BRAVEN   Sint Maarten   9   Registered   1243593   1/15/2015   1/15/2015   BRAVEN   Swaziland   9   Registered   1243593   1/15/2015   1/15/2015   BRAVEN   Tajikistan   9   Registered   1243593   1/15/2015   1/15/2015   BRAVEN   Turkmenistan   9   Registered   1243593   1/15/2015   1/15/2015   BRAVEN   Turkmenistan   9   Registered   1243593   1/15/2015   1/15/2015   BRAVEN   Turkey   9   Registered   1243593   1/15/2015   1/15/2015   BRAVEN   Turkey   9   Registered   1243593   1/15/2015   1/15/2015   BRAVEN   Uzbekistan   9   Registered   1243593   1/15/2015   1/15/2015   BRAVEN   Victnam   9   Registered   1243593   1/15/2015   1/15/2015   BRAVEN   Uzbekistan   9   Registered   1243593   1/15/2015   1/15/2015   BRAVEN   Uzbekistan   9   Registered   1243593   1/15/2015   1/15/2015   BRAVEN   European   9   Registered   1243593   1/15/2015   1/15/2015   BRAVEN   European   9   Registered   11139243   8/24/2012   1/22/2013   1/22/2014   1/22/2013   1/22/2014   1/22/2013   1/22/2014	BRAVEN	Sierra Leone	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN   Sint Marten   9	BRAVEN	San Marino	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN   Swaziland   9   Registered   1243593   1/15/2015   1/15/2015   BRAVEN   Tajikistan   9   Registered   1243593   1/15/2015   1/15/2015   BRAVEN   Turkmenistan   9   Registered   1243593   1/15/2015   1/15/2015   BRAVEN   Turkey   9   Registered   1243593   1/15/2015   1/15/2015   BRAVEN   Turkey   9   Registered   1243593   1/15/2015   1/15/2015   BRAVEN   Ultraine   9   Registered   1243593   1/15/2015   1/15/2015   BRAVEN   Ultraine   9   Registered   1243593   1/15/2015   1/15/2015   BRAVEN   Uzbekistan   9   Registered   1243593   1/15/2015   1/15/2015   BRAVEN   Vietnam   9   Registered   1243593   1/15/2015   1/15/2015   BRAVEN   Vietnam   9   Registered   1243593   1/15/2015   1/15/2015   BRAVEN   Vietnam   9   Registered   1243593   1/15/2015   1/15/2015   BRAVEN   Uroganization (WIPC)   BRAVEN   European   9   Registered   1243593   1/15/2015   1/15/2015   BRAVEN   European   9   Registered   11139243   8/24/2012   1/2/2013   BRAVEN   China   9   Registered   11418345   8/29/2012   1/2/2013   BRAVEN   Republic of   9   Registered   11418345   8/29/2012   1/2/2013   BRAVEN   Republic of   9   Registered   11245080   8/29/2012   10/2/2013   BRAVEN   Hillippines   9   Registered   40-0998644-0000   8/29/2012   10/2/2013   BRAVEN   Philippines   9   Registered   4/2012/00010350   8/24/2012   2/12/2013   BRAVEN   Australia   9   Registered   4/2012/00010350   8/24/2012   3/12/2013   BRAVEN   United States   9   Registered   4/360/2013   8/24/2012   3/12/2013   BRAVEN   United States   9   Registered   4/3880245   8/23/2012   3/12/2013   BRAVEN   United States   9   Registered   4/3880245   8/23/2012   3/12/2013   BRAVEN   United States   9   Registered   4/3880245   8/23/2012   8/12/2013   B	BRAVEN		9	Registered	1243593	1/15/2015	1/15/2015
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BRAVEN         Turkey         9         Registered         1243593         1/15/2015         1/15/2015           BRAVEN         Uzbekistan         9         Registered         1243593         1/15/2015         1/15/2015           BRAVEN         Uzbekistan         9         Registered         1243593         1/15/2015         1/15/2015           BRAVEN         World         9         Registered         1243593         1/15/2015         1/15/2015           BRAVEN         World         9         Registered         1243593         1/15/2015         1/15/2015           BRAVEN         World         9         Registered         1243593         1/15/2015         1/15/2015           BRAVEN         Cambia         9         Registered         1243593         1/15/2015         1/15/2015           BRAVEN         Cambia         9         Registered         1143843         8/24/2012         1/22013           BRAVEN         European         9         Registered         11418345         8/29/2012         1/28/2013           BRAVEN         Republic of         9         Registered         11418345         8/29/2012         1/9/2013           BRAVEN         United States of America         9         <							
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Intellectual Property Organization (WIPO)   Service							
BRAVEN         Zambia         9         Registered         1243593         1/15/2015         1/15/2015           BRAVEN         European Community         9         Registered         11139243         8/24/2012         1/2/2013           BRAVEN         China         9         Registered         11139243         8/24/2012         1/2/2014           BRAVEN         China         9         Registered         11212506A         8/24/2012         1/9/2013           BRAVEN         Republic of Singapore         Registered         40-0998644-0000         8/29/2012         10/2/2013           BRAVEN         Korea, Republic of America         Registered         5,078,575         1/12/2015         11/8/2016           BRAVEN         Philippines         9         Registered         4/2012/00010350         8/24/2012         2/8/2013           BRAVEN         New Zealand         9         Registered         964412         8/28/2012         3/14/2013           BRAVEN         Australia         9         Registered         964412         8/28/2012         3/14/2013           BRAVEN         Japan         9         Registered         9656522         8/24/2012         3/14/2013           BRAVEN         United States of America	BRAVEN	Intellectual Property Organization	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN         European Community         9         Registered         11139243         8/24/2012         1/2/2013           BRAVEN         China         9         Registered         11418345         8/29/2012         1/28/2014           BRAVEN         Republic of Singapore         Pregistered         T1212506A         8/24/2012         1/9/2013           BRAVEN         Korea, Republic of America         9         Registered         40-0998644-0000         8/29/2012         10/2/2013           BRAVEN         United States of America         9         Registered         5,078,575         1/12/2015         11/8/2016           BRAVEN         Philippines         9         Registered         4/2012/00010350         8/24/2012         2/8/2013           BRAVEN         New Zealand         9         Registered         964412         8/28/2012         3/1/2013           BRAVEN         Australia         9         Registered         1510460         8/24/2012         3/1/2013           BRAVEN         Japan         9         Registered         1510460         8/24/2012         3/1/2013           BRAVEN         United States of America         9         Registered         1506522         8/24/2012         3/24/2012         3/14/2013 </td <td>BRAVEN</td> <td></td> <td>9</td> <td>Registered</td> <td>1243593</td> <td>1/15/2015</td> <td>1/15/2015</td>	BRAVEN		9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN         China         9         Registered         11418345         8/29/2012         1/28/2014           BRAVEN         Republic of Singapore         Pagistered         T1212506A         8/24/2012         1/9/2013           BRAVEN         Korea, Republic of America         Pagistered         40-0998644-0000         8/29/2012         10/2/2013           BRAVEN         United States of America         9         Registered         5,078,575         1/12/2015         11/8/2016           BRAVEN         Philippines         9         Registered         4/2012/00010350         8/24/2012         2/8/2013           BRAVEN         Philippines         9         Registered         4/2012/00010350         8/24/2012         2/8/2013           BRAVEN         New Zealand         9         Registered         4/2012/00010350         8/24/2012         2/8/2013           BRAVEN         Australia         9         Registered         964412         8/28/2012         3/14/2013           BRAVEN         Japan         9         Registered         1510460         8/24/2012         3/14/2013           BRAVEN         United States         9         Registered         1506522         8/24/2012         3/14/2013           BRAVEN <th< td=""><td></td><td>European</td><td></td><td></td><td></td><td></td><td></td></th<>		European					
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Republic of	BRAVEN	Republic of	9			8/24/2012	
BRAVEN         Philippines         9         Registered         4/2012/00010350         8/24/2012         2/8/2013           BRAVEN         New Zealand         9         Registered         964412         8/28/2012         3/1/2013           BRAVEN         Australia         9         Registered         1510460         8/24/2012         3/14/2013           BRAVEN         Japan         9         Registered         5566522         8/24/2012         3/15/2013           BRAVEN         United States of America         9         Registered         4,336,017         2/23/2012         5/14/2013           BRAVEN         Canada         N/A         Registered         TMA880245         8/23/2012         6/17/2014           BRAVEN         Taiwan, Republic of China         9         Registered         UK00002617328         4/12/2012         8/17/2012           BRAVEN         United         9         Registered         905302206         9/17/2012         8/26/2013           BRAVEN         Hong Kong, China         9         Registered         302358045         8/28/2012         8/28/2013           BRAVEN         Morocco         9         Registered         146833         8/28/2012         8/28/2012           BRAVEN	BRAVEN		9	Registered	40-0998644-0000	8/29/2012	10/2/2013
BRAVEN         New Zealand         9         Registered         964412         8/28/2012         3/1/2013           BRAVEN         Australia         9         Registered         1510460         8/24/2012         3/14/2013           BRAVEN         Japan         9         Registered         5566522         8/24/2012         3/15/2013           BRAVEN         United States of America         9         Registered         TMA880245         8/23/2012         5/14/2013           BRAVEN         Canada         N/A         Registered         TMA880245         8/23/2012         6/17/2014           BRAVEN         Taiwan, Republic of China         9         Registered         1586104         8/24/2012         7/1/2013           BRAVEN         United         9         Registered         UK00002617328         4/12/2012         8/17/2012           BRAVEN         Brazil         9         Registered         905302206         9/17/2012         8/26/2013           BRAVEN         Hong Kong, China         9         Registered         302358045         8/28/2012         8/26/2013           BRAVEN         Morocco         9         Registered         146833         8/28/2012         8/26/2013           BRAVEN         Ma	BRAVEN	United States	9	Registered	5,078,575	1/12/2015	11/8/2016
BRAVEN         Australia         9         Registered         1510460         8/24/2012         3/14/2013           BRAVEN         Japan         9         Registered         5566522         8/24/2012         3/15/2013           BRAVEN         United States of America         9         Registered         4,336,017         2/23/2012         5/14/2013           BRAVEN         Canada         N/A         Registered         TMA880245         8/23/2012         6/17/2014           BRAVEN         Taiwan, Republic of China         9         Registered         1586104         8/24/2012         7/1/2013           BRAVEN         United         9         Registered         UK00002617328         4/12/2012         8/17/2012           BRAVEN         Brazil         9         Registered         905302206         9/17/2012         8/22/2016           BRAVEN         Hong Kong, China         9         Registered         302358045         8/28/2012         8/28/2013           BRAVEN         Morocco         9         Registered         146833         8/28/2012         8/28/2012           BRAVEN         Argentina         9         Registered         2012014698         8/30/2012         9/2/2016           BRAVEN	BRAVEN	Philippines	9	Registered	4/2012/00010350	8/24/2012	2/8/2013
BRAVEN         Japan         9         Registered         5566522         8/24/2012         3/15/2013           BRAVEN         United States of America         9         Registered         4,336,017         2/23/2012         5/14/2013           BRAVEN         Canada         N/A         Registered         TMA880245         8/23/2012         6/17/2014           BRAVEN         Taiwan, Republic of China         9         Registered         1586104         8/24/2012         7/1/2013           BRAVEN         United         9         Registered         UK00002617328         4/12/2012         8/17/2012           BRAVEN         Brazil         9         Registered         905302206         9/17/2012         8/2/2016           BRAVEN         Hong Kong, China         9         Registered         302358045         8/28/2012         8/26/2013           BRAVEN         Morocco         9         Registered         146833         8/28/2012         8/28/2012           BRAVEN         Argentina         9         Registered         2831709         11/18/2015         9/2/2016           BRAVEN         Malaysia         9         Registered         2012014698         8/30/2012         9/21/2013           BRAVEN         M	BRAVEN	New Zealand	9	Registered	964412	8/28/2012	3/1/2013
BRAVEN         United States of America         9 Registered         4,336,017         2/23/2012         5/14/2013           BRAVEN         Canada         N/A         Registered         TMA880245         8/23/2012         6/17/2014           BRAVEN         Taiwan, Republic of China         9 Registered         1586104         8/24/2012         7/1/2013           BRAVEN         United Mingdom         9 Registered         UK00002617328         4/12/2012         8/17/2012           BRAVEN         Brazil         9 Registered         905302206         9/17/2012         8/2/2016           BRAVEN         Hong Kong, China         9 Registered         302358045         8/28/2012         8/26/2013           BRAVEN         Morocco         9 Registered         146833         8/28/2012         8/28/2012           BRAVEN         Argentina         9 Registered         2831709         11/18/2015         9/2/2016           BRAVEN         Malaysia         9 Registered         2012014698         8/30/2012         9/21/2013           BRAVEN         Mexico         9 Registered         1395545         8/27/2012         9/6/2013           BRAVEN VALE         United States of America         9 Registered         5,509,805         6/30/2017         7/3/2018							
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Republic of China   States   Page   China   Registered   UK00002617328   A/12/2012   B/17/2012   B/17/2012   B/17/2012   B/17/2012   B/17/2012   B/17/2012   B/17/2012   B/17/2012   B/17/2013   B/17/2012   B/17/2013   B/1							
BRAVEN   Brazil   9   Registered   905302206   9/17/2012   8/2/2016	BRAVEN	Republic of	9	Registered	1586104		
BRAVEN         Hong Kong, China         9         Registered         302358045         8/28/2012         8/26/2013           BRAVEN         Morocco         9         Registered         146833         8/28/2012         8/28/2012           BRAVEN         Argentina         9         Registered         2831709         11/18/2015         9/2/2016           BRAVEN         Malaysia         9         Registered         2012014698         8/30/2012         9/21/2013           BRAVEN         Mexico         9         Registered         1395545         8/27/2012         9/6/2013           BRAVEN VALE         United States of America         9         Registered         5,509,805         6/30/2017         7/3/2018           BRAVEN VILLA         United States of America         9         Allowed         87/428,646         4/27/2017	BRAVEN	Kingdom					
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BRAVEN         Argentina         9         Registered         2831709         11/18/2015         9/2/2016           BRAVEN         Malaysia         9         Registered         2012014698         8/30/2012         9/21/2013           BRAVEN         Mexico         9         Registered         1395545         8/27/2012         9/6/2013           BRAVEN VALE         United States of America         9         Registered         5,509,805         6/30/2017         7/3/2018           BRAVEN VILLA         United States of America         9         Allowed         87/428,646         4/27/2017				Registered	302358045	8/28/2012	8/26/2013
BRAVEN         Malaysia         9         Registered         2012014698         8/30/2012         9/21/2013           BRAVEN         Mexico         9         Registered         1395545         8/27/2012         9/6/2013           BRAVEN VALE         United States of America         9         Registered         5,509,805         6/30/2017         7/3/2018           BRAVEN VILLA         United States of America         9         Allowed         87/428,646         4/27/2017							
BRAVEN         Mexico         9         Registered         1395545         8/27/2012         9/6/2013           BRAVEN VALE         United States of America         9         Registered         5,509,805         6/30/2017         7/3/2018           BRAVEN VILLA         United States of America         9         Allowed         87/428,646         4/27/2017							
BRAVEN VALE         United States of America         9         Registered         5,509,805         6/30/2017         7/3/2018           BRAVEN VILLA         United States of America         9         Allowed         87/428,646         4/27/2017			9				
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USER of America APPROVED		United States of America	9	Pending	87/699,965	11/28/2017	

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FLYE SPORT	United States	9 9	Allowed	07/070 740	12/15/2016	
FLIESPORI	of America	9	Allowed	87/270,740	12/15/2016	
FLYE SPORT		9	D. LE-L-J	07/040 577	0./0./004.0	
COMMAND	United States	9	Published	87/818,577	3/2/2018	
	of America		A II I	07/070 744	40/45/0046	
FLYE SPORT	United States	9	Allowed	87/270,741	12/15/2016	
GLO	of America			07/070 7/0	10/15/0010	
FLYE SPORT	United States	9	Allowed	87/270,746	12/15/2016	
POWER	of America					
FLYE SPORT	United States	9	Allowed	87/270,748	12/15/2016	
REFLECT	of America					
NOW YOU'RE	United States	9	Allowed	87/284,751	12/29/2016	
READY	of America					
READY ELITE	United States	9	Allowed	87/284,742	12/29/2016	
	of America					
READY PRIME	United States	9	Allowed	87/284,735	12/29/2016	
	of America					
READY PRO	United States	9	Allowed	87/284,744	12/29/2016	
	of America					
READY SOLO	United States	9	Allowed	87/284,748	12/29/2016	
	of America			•		
RUGGED IS IN	United States	9	Allowed	86/874.512	1/13/2016	
OUR DNA	of America			•		
STRYDE	United States	9	Allowed	87/336.741	2/15/2017	
	of America	-				
STRYDE 360	United States	9	Allowed	87/336,747	2/15/2017	
	of America	-				
STRYDE XL	United States	9	Allowed	87/336,759	2/15/2017	
	of America	-			_,	
TEAM MODE	United States	9	Pending	87/820,475	3/5/2018	
	of America	•			-, <b>-,</b> , -	
VALE	United States	9	Registered	5.509.804	6/30/2017	7/3/2018
- · · · · · · · · · · · · · · · · · · ·	of America	3	riogistorou	0,000,004	5/55/25/7	1,0,2010
	or America					

Unregistered Trademarks/Common Law Trademarks:

#### THE WORLD'S MOST TALENTED SPEAKERS

**TRUEWIRELESS** 

405

BRV-X

**BRV-XXL** 

XXL

**BRAVEN FLYE** 

LISTEN EVERYWHERE

**BRAVEN READY** 

**BRV-XXL SMART** 

READY

**BRAVEN BRIDGE** 

**BRAVEN 405** 

**BRAVEN 105** 

BRV-1M

**BUILT FOR THE OUTDOORS** 

**BRAVEN 1100** 

BRAVEN 2200m

BRAVEN 2300

**ENGINEERED FROM THE INSIDE OUT** 

**BRV-PRO** 

**BRV-BANK** 

# **Intellectual Property Agreements**

1) License Agreement, dated June 3, 2016, by and between Braven LC and Freebit A
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2)	License Agreement	. dated March 17, 20	114, by and	between Incipio	Technologies, Inc.	and NXC Systems LLC

US-DOCS\102527529.6

### Schedule 4.11(e)

# **Intellectual Property Agreements**

The below application has previously been abandoned but is in the process of being revived:

Title	Application Number
WIRELESS SPEAKER HAVING USER CONFIGURABLE STRAP	15/333,019

US-DOCS\102527529.6

#### Code and repositories associated with the following applications:

- Braven Vale
- Braven Ready Outdoor Speaker
- Braven Stryde Active Speaker
- Braven Sport Active
- Braven Audio Player 2015
- BRV-PRO Accessory Guide
- BRV-BANK PRO
- Braven Smart
- Braven Ready Outdoor Speaker
- Braven Sport Active
- Braven Stryde Active Speaker
- Braven Vale
- BRV-BANK Battery Monitor
- Mira by Braven
- Braven ANC / Braven Voice
- Braven Headset
- Braven Team Mode

US-DOCS\102527529.6

#### EXHIBIT A FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY THE ADMINISTRATIVE AGENT, FOR THE BENEFIT OF THE LENDERS, IN ESCROW PURSUANT TO AND IN ACCORDANCE **PROVISIONS** THE INTELLECTUAL PROPERTY OF AGREEMENT (THE "AGREEMENT"), DATED AS OF OCTOBER 17, 2018, EXECUTED BY ZAGG AMPLIFIED, INC., A DELAWARE CORPORATION (THE "PLEDGOR"), IN FAVOR OF KEYBANK NATIONAL ASSOCIATION, AS THE ADMINISTRATIVE AGENT FOR THE LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, THE "ADMINISTRATIVE AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF THE ADMINISTRATIVE AGENT CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND THAT THE ADMINISTRATIVE AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

# KEYBANK NATIONAL ASSOCIATION as the Administrative Agent

Ву:			
Name:			
Title:			

#### **ASSIGNMENT**

WHEREAS, ZAGG AMPLIFIED, INC., a Delaware corporation (the "Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, the Pledgor has executed an Intellectual Property Security Agreement, dated as of October 17, 2018 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of KeyBank National Association, as the Administrative Agent for the Lenders, as defined in the Agreement (together with its successors and assigns, the "Administrative Agent"), pursuant to which the Pledgor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in the Collateral as security for the Secured Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement; and

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and the Administrative Agent's election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto the Administrative Agent, for the benefit of the Lenders, and their respective successors, transferees and assigns, all of the Pledgor's existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of the Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance, (whether or not the Administrative Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington, D.C., or (ii) registered in the United States Patent and Trademark Office in Alexandria, Virginia or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon certification of an authorized officer of the Administrative Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) the Administrative Agent, on behalf of the Lenders, has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on October 17,, 2018

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By:	
Name:_	
Title:	

**RECORDED: 10/17/2018**