

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535049

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Corsair Memory, Inc.		08/29/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MACQUARIE CAPITAL FUNDING LLC		
Street Address:	125 West 55th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3377313	ELGATO	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2165863939		
Email:	pcyngier@jonesday.com		
Correspondent Name:	Krista N. Mancini		
Address Line 1:	901 LAKESIDE AVENUE		
Address Line 2:	JONES DAY		
Address Line 4:	CLEVELAND, OHIO 44114-1190		
ATTORNEY DOCKET NUMBER:	473972-670008-1st Lien		
NAME OF SUBMITTER:	KRISTA N. MANCINI		
SIGNATURE:	/KRISTA N. MANCINI/		
DATE SIGNED:	08/02/2019		
Total Attachments: 6			
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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of August 29, 2018 between each of the signatories hereto (collectively, the “**Grantor**”) in favor of **MACQUARIE CAPITAL FUNDING LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below). Capitalized terms used herein not otherwise defined herein has the meanings ascribed thereto in the Pledge and Security Agreement.

RECITALS:

WHEREAS, reference is made to that certain First Lien Pledge and Security Agreement, dated as of August 28, 2017 (as it may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following:

(a) All United States patents and certificates of invention, or similar industrial property, design or plant rights, including, but not limited to: (i) all registrations, provisional and applications therefor, including but not limited to those listed on Schedule 1 hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, “**Patents**”).

(b) All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, and other source identifiers of a like nature, all registrations and applications for any of the foregoing including, but not limited to those listed on Schedule 2 hereto and (i) all extensions or renewals of any of the foregoing, (ii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iii) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to the related goodwill, and (iv) all Proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit (collectively, “**Trademarks**”).

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

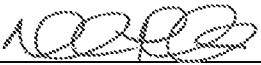
Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

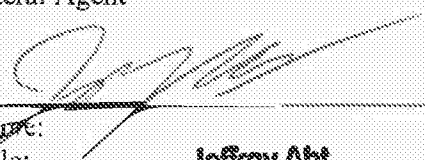
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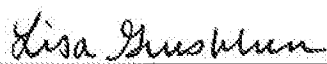
IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

CORSAIR MEMORY, INC.,
as a Grantor

By: 
Name: Nick Hawkins
Title: CFO

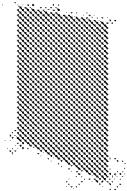
MACQUARIE CAPITAL FUNDING LLC, as
Collateral Agent

By: 
Name: _____
Title: **Jeffrey Abt**
Authorized Signatory

By: 
Name: _____
Title: **Lisa Grushkin**
Authorized Signatory

SCHEDULE 1 TO
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS

Grantor	Patents	Filing Date	Status	Patent Application No.
Corsair Memory, Inc.	Design "Projection Screen" 	February 7, 2018	Filed	29/636,224

SCHEDULE 2 TO
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

Grantor	Trademarks	Registration Date	Status	Registration No.
Corsair Memory, Inc.	ELGATO	June 14, 2016	REGISTERED	4975570
Corsair Memory, Inc.	ELGATO	February 5, 2008	REGISTERED	3377313
Corsair Memory, Inc.	ELGATOGAMING	August 27, 2013	REGISTERED	4390204
Corsair Memory, Inc.	DESIGN	February 17, 2015	REGISTERED	4686538
Corsair Memory, Inc.	DESIGN	January 30, 2018	REGISTERED	5388892
Corsair Memory, Inc.	DESIGN	January 2, 2018	REGISTERED	5366949