

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537594

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Patent, Trademark and Copyright Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Surack Enterprises Corp.		08/01/2019	Corporation: INDIANA
Sweetwater Holdings, LLC		08/01/2019	Limited Liability Company: INDIANA
Sweetwater Sound, Inc.		08/01/2019	Corporation: INDIANA
Gear Nuts, LLC		08/01/2019	Limited Liability Company: INDIANA
Indiana Helicopters, LLC		08/01/2019	Limited Liability Company: INDIANA
Vision Jet, LLC		08/01/2019	Limited Liability Company: INDIANA
N456KT LLC		08/01/2019	Limited Liability Company: INDIANA
Camty, LLC		08/01/2019	Limited Liability Company: INDIANA
SweetAviation Holdings LLC		08/01/2019	Limited Liability Company: FLORIDA
Mynett Music, LLC		08/01/2019	Limited Liability Company: INDIANA
Clyde Holdings, LLC		08/01/2019	Limited Liability Company: INDIANA
Sweet Real Estate, LLC		08/01/2019	Limited Liability Company: INDIANA
Clyde Productions, LLC		08/01/2019	Limited Liability Company: INDIANA
Sweet Real Estate - City Center, LLC		08/01/2019	Limited Liability Company: INDIANA
Sweet Real Estate-Brokerage, LLC		08/01/2019	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	4th Floor (P7-PFSC-04-L)		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
TRADEMARK			

CH \$390.00 3648510

Entity Type:	National Banking Association: UNITED STATES
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PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3648510	SWEETWATER MUSIC INSTRUMENTS & PRO AUDIO
Registration Number:	3652255	SWEETWATER
Registration Number:	3652249	SWEETWATER
Registration Number:	3932376	GEARNUTS
Serial Number:	77960272	GEARNUTS.COM THE ULTIMATE ONLINE MUSIC S
Registration Number:	4736934	GUITARS & GEAR
Registration Number:	4771617	GEARFEST
Registration Number:	5049906	SWEETWATER
Registration Number:	5713244	SWEETWATER ROCK CAMP
Registration Number:	2995458	SWEETWATER MUSIC GROUP
Registration Number:	3187407	INSYNC
Registration Number:	3187408	SWEETNOTES
Registration Number:	3203772	SWEETCARE
Registration Number:	3223900	SWEETWATER CREATION STATION
Registration Number:	3277959	SWEETTRACK

CORRESPONDENCE DATA

Fax Number: 4125621041

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: 412-562-1637

Email: vicki.cremonese@bipc.com

Correspondent Name: Michael L. Dever

Address Line 1: 301 Grant Street

Address Line 2: 20th Floor

Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0011046-303335
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NAME OF SUBMITTER:	Michael L. Dever
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SIGNATURE:	/Michael L. Dever/
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DATE SIGNED:	08/21/2019
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Total Attachments: 15

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the "**Agreement**"), dated as of August 1, 2019 is entered into by and among EACH OF THE PERSONS LISTED ON THE SIGNATURE PAGES HERETO AND EACH OF THE OTHER PERSONS WHICH BECOME PLEDGORS HEREUNDER FROM TIME TO TIME (each a "**Pledgor**" and collectively, the "**Pledgors**") and PNC BANK, NATIONAL ASSOCIATION, as administrative agent for the Lenders referred to below (the "**Administrative Agent**").

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "**Credit Agreement**") of even date herewith by and among Surack Enterprises Corp., an Indiana corporation ("**Surack**"), Sweetwater Holdings, LLC, an Indiana limited liability company ("**SW Holdings**"), Sweetwater Sound, Inc., an Indiana corporation ("**SW Sound**"), Gear Nuts, LLC, an Indiana limited liability company ("**Gear Nuts**"), Indiana Helicopters, LLC, an Indiana limited liability company ("**IN Helicopters**"), Vision Jet, LLC, an Indiana limited liability company ("**Vision Jet**"), N456KT LLC, an Indiana limited liability company ("**N456KT**"), Camty, LLC, an Indiana limited liability company ("**Camty**"), SweetAviation Holdings LLC, a Florida limited liability company ("**SweetAviation**"), Mynett Music, LLC, an Indiana limited liability company ("**Mynett**"), Clyde Holdings, LLC, an Indiana limited liability company ("**Clyde Holdings**"), Sweet Real Estate, LLC, an Indiana limited liability company ("**Sweet RE**"), Clyde Productions, LLC, an Indiana limited liability company ("**Clyde Productions**"), Sweet Real Estate – City Center, LLC, an Indiana limited liability company ("**City Center**"), and Sweet Real Estate-Brokerage, LLC, an Indiana limited liability company ("**Brokerage**") and together with Surack, SW Holdings, SW Sound, Gear Nuts, IN Helicopters, Vision Jet, N456KT, Camty, SweetAviation, Mynett, Clyde Holdings, Sweet RE, Clyde Productions and City Center (the "**Borrowers**" and each, a "**Borrower**"), the Guarantors a party thereto (the "**Guarantors**"), the Lenders a party thereto (the "**Lenders**") and the Administrative Agent, the Administrative Agent and the Lenders have agreed to provide certain loans to the Borrowers, and the Pledgors have agreed, among other things, to grant a security interest to the Administrative Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein: (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement; and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in the State of Indiana, as amended from time to time (the "**Code**").

(b) **"Patents, Trademarks and Copyrights"** shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by each Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate provided, that **"Patents, Trademarks and Copyrights"** and **"Patents, Trademarks or Copyrights"** shall exclude all intent-to-use trademarks.

(c) **"Secured Obligations"** shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and Obligations of each and every Pledgor to the Administrative Agent, the Lenders, or any provider of any Lender Provided Interest Rate Hedge or any provider of any Other Lender Provided Financial Service Product under the Credit Agreement or any of the other Loan Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every of the Pledgors to the Administrative Agent, the Lenders, or any provider of any Lender Provided Interest Rate Hedge or any provider of any Other Lender Provided Financial Service Product, now existing or hereafter incurred under the Credit Agreement or the Notes or the Guaranty Agreement or any of the other Loan Documents as any of the same or any one or more of them may from time to time be amended, restated, modified or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to any Borrower or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement obligations of each and every Pledgor with respect to any one or more Letters of Credit issued by Administrative Agent or any Lender; (iii) all indebtedness, loans, obligations, expenses and liabilities of each and every of the Pledgors to the Administrative Agent or any of the Lenders of any obligations incurred in connection with any Lender Provided Interest Rate Hedge or any Other Lender Provided Financial Service Product provided by the Administrative Agent or such Lenders pursuant to the Credit Agreement; and (iv) any sums advanced by the Administrative Agent or the Lenders or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, or any other Loan Documents or pursuant to any other document or instrument at any time delivered to the Administrative Agent in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any

default under any Obligation. Notwithstanding anything to the contrary contained herein, Secured Obligations shall specifically exclude any and all Excluded Hedge Liabilities.

2. To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants and conveys a security interest to the Administrative Agent, for itself and the benefit of the Lenders and their respective affiliates, in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor jointly and severally represents and warrants, and covenants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, except for Permitted Liens, including pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons;

(d) such Pledgor has the corporate, limited liability company or partnership power and authority, as applicable, to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;

(g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 11 hereof;

(h) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice the Administrative Agent;

(i) such Pledgor will not change its name without providing thirty (30) days prior written notice to the Administrative Agent; and

(j) such Pledgor shall preserve its existence as a corporation, partnership or a limited liability company, as applicable, and except as permitted by the Credit Agreement, shall not: (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor; or (ii) sell all or substantially all of its assets.

4. Each of the obligations and additional liabilities of each and every Pledgor under this Agreement are joint and several with the obligations of the other Pledgors, and each Pledgor hereby waives to the fullest extent permitted by Law any defense it may otherwise have to the payment and performance of the Obligations that its liability hereunder is limited and not joint and several. Each Pledgor acknowledges and agrees that the foregoing waiver serves as a material inducement to the agreement of the Administrative Agent and the Lenders to make the Loans, and that the Administrative Agent and the Lenders are relying on such waiver in entering into this Agreement. The undertakings of each Pledgor hereunder secure the obligations of the Borrowers, itself and the other Pledgors. The Administrative Agent and the Lenders, or any of them, may, in their sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Administrative Agent and the Lenders, or any of them, shall not be a defense to any action the Administrative Agent and the Lenders, or any of them, may elect to take against any Pledgor. Each of the Lenders and the Administrative Agent hereby reserves all rights against each Pledgor.

5. Each Pledgor agrees that, until all of the Secured Obligations shall have been indefeasibly paid in full, all Commitments have been terminated and all Letters of Credit and Lender Provided Interest Rate Hedge or any Other Lender Provided Financial Service Products have expired or been terminated, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Administrative Agent's prior written consent which shall not be unreasonably withheld except such Pledgor may license technology in the ordinary course of business without the Administrative Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.

6. If, before Payment In Full of all of the Secured Obligations and expiration of termination of all Lender Provided Interest Rate Hedges and all Other Lender Provided Financial Service Products, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to the Administrative Agent prompt notice thereof in writing. Each Pledgor and the Administrative Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

7. Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Administrative Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Administrative Agent shall designate by notice to the Pledgors, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time

any part of the Patents, Trademarks and Copyrights, or any interest which any Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Administrative Agent, in its sole discretion, shall determine. Any remainder of the proceeds after Payment In Full of the Secured Obligations shall be paid over to Pledgors. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Administrative Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released. Nothing in this Agreement waives any duty of the Administrative Agent or any right of Pledgor which cannot be waived under Section 9-602 of the UCC or other mandatory provisions of applicable Law which cannot be waived.

8. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the Administrative Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

9. Upon Payment In Full of all of the Secured Obligations and expiration or termination of all Lender Provided Interest Rate Hedges and all Other Lender Provided Financial Service Products, this Agreement shall terminate and the Administrative Agent shall execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by Administrative Agent in connection with the preparation of this Agreement 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, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors within fifteen (15) days of demand by Administrative Agent, and if not paid within such time, shall be added to

the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

11. Except to the extent not material to its business, each Pledgor shall have the duty, through counsel reasonably acceptable to the Administrative Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until Payment In Full of the Secured Obligations and expiration or termination of all Lender Provided Interest Rate Hedges and all Other Lender Provided Financial Service Products, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgors. Except to the extent not material to its business, no Pledgor shall abandon any Patent, Trademark or Copyright without the consent of the Administrative Agent, which shall not be unreasonably withheld.

12. Each Pledgor shall have the right, with the consent of the Administrative Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Administrative Agent, if necessary, as a party to such suit so long as the Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall in accordance with Section 10, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Administrative Agent as a result of such suit or joinder by such Pledgor.

13. No course of dealing between any Pledgor and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, remedy, power or privilege of the Administrative Agent hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default.

14. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and not exclusive of any rights or remedies which it may otherwise have under the other Loan Documents, under the Lender Provided Interest Rate Hedges or any Other Lender Provided Financial Service Products or by Law, and the Administrative Agent may enforce any one or more remedies hereunder successively or concurrently at its option.

15. (a) It is the intention of the parties that this Agreement be enforceable to the fullest extent permissible under applicable Law, but that the unenforceability (or modification to conform to such Law) of any provision or provisions hereof shall not render unenforceable, or impair, the remainder hereof. If any provision in this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, be deemed amended to modify or delete, as necessary, the offending provision or

provisions and to alter the bounds thereof in order to render it or them valid and enforceable to the maximum extent permitted by applicable Law, without in any manner affecting the validity or enforceability of such provision or provisions in any other jurisdiction or the remaining provisions hereof in any jurisdiction without invalidating the remaining provisions hereof.

(b) Without limitation of the preceding Subsection (a), to the extent that applicable Law (including applicable Laws pertaining to fraudulent conveyance or fraudulent or preferential transfer) otherwise would render the full amount of any Pledgor's obligations hereunder invalid, voidable, or unenforceable on account of the amount of a Pledgor's aggregate liability under this Agreement, then, notwithstanding any other provision of this Agreement to the contrary, the aggregate amount of such liability shall, without any further action by the Administrative Agent or any of the Lenders or such Pledgor or any other Person, be automatically limited and reduced to the highest amount which is valid and enforceable as determined in such action or proceeding, which (without limiting the generality of the foregoing) may be an amount which is equal to the greater of:

(i) the fair consideration actually received by such Pledgor under the terms and as a result of the Loan Documents and the Lender Provided Interest Rate Hedges or any Other Lender Provided Financial Service Products and the value of the benefits described in Paragraph 25 hereof, including (and to the extent not inconsistent with applicable federal and state Laws affecting the enforceability of guaranties) distributions, commitments, and advances made to or for the benefit of such Pledgor with the proceeds of any credit extended under the Loan Documents or the Lender Provided Interest Rate Hedges or any Other Lender Provided Financial Service Products, or

(ii) the excess of (1) the amount of the fair value of the assets of such Pledgor as of the date of this Agreement as determined in accordance with applicable federal and state Laws governing determinations of the insolvency of debtors as in effect on the date hereof, over (2) the amount of all liabilities of such Pledgor as of the date of this Agreement, also as determined on the basis of applicable federal and state Laws governing the insolvency of debtors as in effect on the date hereof.

(c) Notwithstanding anything to the contrary in this Section or elsewhere in this Agreement, this Agreement shall be presumptively valid and enforceable to its full extent in accordance with its terms, as if this Section (and references elsewhere in this Agreement to enforceability to the fullest extent permitted by Law) were not a part of this Agreement, and in any related litigation, the burden of proof shall be on the party asserting the invalidity or unenforceability of any provision hereof or asserting any limitation on any Pledgor's obligations hereunder as to each element of such assertion.

16. This Agreement supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to a grant of a security interest in the Patents, Trademarks and Copyrights by any Pledgor. This Agreement is subject to waiver, modification, supplement or amendment only by a writing signed by the parties, except as provided in Paragraph 6 and Paragraph 26 hereof with respect to additions and supplements to Schedule A hereto.

17. Each Pledgor hereby agrees to be bound by the provisions of Section 5.9 [Taxes] of the Credit Agreement and shall make all payments free and clear of Taxes to the extent required therein.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein, and any such purported assignment or transfer shall be null and void.

19. This Agreement shall be governed by, construed, and enforced in accordance with the internal Laws of the State of Indiana, without regard to its conflict of laws principles, except to the extent the validity or perfection of the security interests or the remedies hereunder in respect of any Patents, Trademarks or Copyrights are governed by the Law of a jurisdiction other than the State of Indiana.

20. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any Indiana state or federal court sitting in Marion County, in any action or proceeding arising out of or relating to this Agreement, and each Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Indiana state or federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding. Each Pledgor hereby appoints the process agent identified below (the "**Process Agent**") as its agent to receive on behalf of such party and its respective property service of copies of the summons and complaint and any other process which may be served in any action or proceeding. Such service may be made by mailing or delivering a copy of such process to the Pledgor in care of the Process Agent at the Process Agent's address, and each Pledgor hereby authorizes and directs the Process Agent to receive such service on its behalf. Each Pledgor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions (or any political subdivision thereof) by suit on the judgment or in any other manner provided at law. Each Pledgor further agrees that it shall, for so long as any commitment or any obligation of any Loan Party to the Administrative Agent or any Lender remains outstanding, continue to retain Process Agent for the purposes set forth in this Section 20. The Process Agent is the Borrower Agent, with an office on the date hereof as set forth in the Credit Agreement. The Process Agent hereby accepts the appointment of Process Agent by the Pledgors and agrees to act as Process Agent on behalf of the Pledgors.

21. This Agreement may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy or electronic transmission to the Administrative Agent or any Lender of the signature page hereof purporting to be signed on behalf of such Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

22. EACH PLEDGOR HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE CREDIT AGREEMENT, ANY OTHER

LOAN DOCUMENT OR THE PATENTS, TRADEMARKS AND COPYRIGHTS TO THE FULLEST EXTENT PERMITTED BY LAW.

23. All notices, statements, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be given to the applicable party hereto at the address set forth on a Schedule 1.1(B) to, or in a Guarantor Joinder given under, the Credit Agreement and in the manner provided in Section 11.5 [Notices; Effectiveness; Electronic Communication] of the Credit Agreement. The Administrative Agent and the Lenders may rely on any notice (whether or not made in the manner contemplated by this Agreement) purportedly made by or on behalf of any Pledgor, and the Administrative Agent and the Lenders shall have no duty to verify the identity or authority of the Person giving such notice.

24. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Administrative Agent's rights: (a) to inspect the books and records related to the Patents, Trademarks and Copyrights; (b) to receive the various notifications such Pledgor is required to deliver hereunder; (c) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights; (d) to enforce the provisions hereof pursuant to which such Pledgor has appointed the Administrative Agent its attorney-in-fact; and (e) to enforce the Administrative Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

25. Each Pledgor hereby acknowledges, represents, and warrants that it receives synergistic benefits by virtue of its affiliation with the Borrowers and/or the other Pledgors and that it will receive direct and indirect benefits from the financing arrangements contemplated by the Credit Agreement and that such benefits, together with the rights of contribution and subrogation that may arise in connection herewith are a reasonably equivalent exchange of value in return for providing this Agreement.

26. At any time after the initial execution and delivery of this Agreement to the Administrative Agent and the Lenders, additional Persons may become parties to this Agreement and thereby acquire the duties and rights of being Pledgors hereunder by executing and delivering to the Administrative Agent and the Lenders a Guarantor Joinder pursuant to the Credit Agreement and, in addition, a new Schedule A hereto shall be provided to the Administrative Agent with respect to such new Pledgor. No notice of the addition of any Pledgor shall be required to be given to any pre-existing Pledgor and each Pledgor hereby consents thereto.

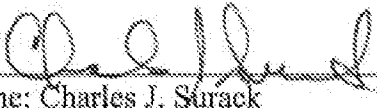
[SIGNATURES APPEAR ON FOLLOWING PAGES]

**[SIGNATURE PAGE – PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]**

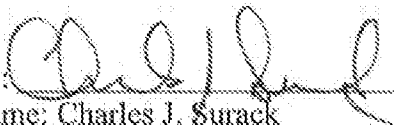
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

PLEDGORS:

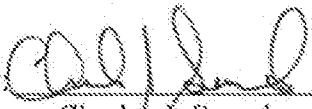
SURACK ENTERPRISES CORP.

By: 
Name: Charles J. Surack
Title: President

SWEETWATER HOLDINGS, LLC

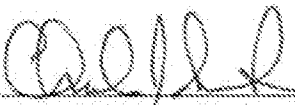
By: 
Name: Charles J. Surack
Title: Manager Member

SWEETWATER SOUND, INC.

By: 
Name: Charles J. Surack
Title: President

GEAR NUTS, LLC

By: Surack Enterprises Corp., its Manager

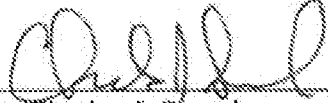
By: 
Name: Charles J. Surack
Title: President

[SIGNATURE PAGE – PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]

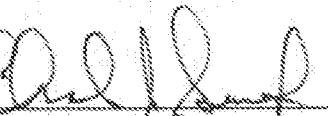
PLEDGORS (cont.):

**INDIANA HELICOPTERS, LLC
N456KT LLC
SWEETAVIATION HOLDINGS, LLC
MYNETT MUSIC, LLC**

By: Surack Enterprises Corp., Sole and
Managing Member of each entity listed above

By: 
Name: Charles J. Surack
Title: President

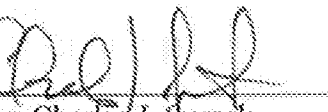
**VISION JET, LLC
CLYDE HOLDINGS, LLC
CLYDE PRODUCTIONS, LLC
SWEET REAL ESTATE, LLC
SWEET REAL ESTATE – CITY
CENTER, LLC**

By: 
Name: Charles J. Surack
Title: Manager of each entity listed above

CAMTY, LLC

By: Indiana Helicopters, LLC, its Sole and
Managing Member

By: Surack Enterprises Corp., its Sole and
Managing Member

By: 
Name: Charles J. Surack
Title: President

**[SIGNATURE PAGE – PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]**

PLEDGORS (cont.):

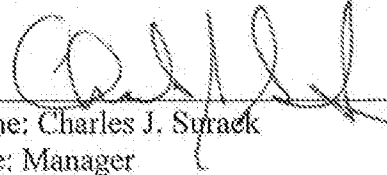
SWEET REAL ESTATE - BROKERAGE, LLC

By: Sweet Real Estate, LLC, its Sole Member

By: _____

Name: Charles J. Surack

Title: Manager

A handwritten signature in black ink, appearing to read 'C. Surack', is written over a horizontal dotted line. The signature is cursive and somewhat stylized.

[SIGNATURE PAGE -- PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]

PNC BANK, NATIONAL ASSOCIATION, as
Administrative Agent

By: Nicholas A. Yack
Name: Nicholas A. Yack
Title: Senior Vice President

SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

**LIST OF REGISTERED PATENTS,
TRADEMARKS, TRADE NAMES AND COPYRIGHTS**

1. REGISTERED PATENTS: None.

2. TRADEMARKS:

Mark	Type	Jurisdiction	Owner	Serial No	Registration No	Registration Date
SWEETWATER	Design	USA	Sweetwater Sound Inc	77443530	3648510	06/30/2009
SWEETWATER	Design	USA	Sweetwater Sound Inc	77443554	3652255	07/07/2009
SWEETWATER	Design	USA	Sweetwater Sound Inc	77442360	3652249	07/07/2009
GEARNUTS	Word	USA	Gearnuts LLC	77911000	3932376	03/15/2011
GEARNUTS	Design	USA	Gearnuts LLC	77960272	3835667	03/22/2011
GUITARS & GEAR	Word	USA	Sweetwater Sound Inc	86321668	4736934	05/12/2015
GEARFEST	Word	USA	Sweetwater Sound Inc	86321835	4771617	07/14/2015
SWEETWATER	Word	USA	Sweetwater Sound Inc	87017341	5049906	09/27/2016
SWEETWATER	Word	Canada	Sweetwater Sound Inc	1406975	TMA762812	03/29/2010
SWEETWATER	Design	Canada	Sweetwater Sound Inc	1406975	TMA762853	03/29/2010
SWEETWATER ROCK CAMP	Word	USA	Sweetwater Sound Inc	89052396	5713244	04/02/2019
SWEETWATER MUSIC GROUP	Design	USA	Sweetwater Sound Inc	76137883	2995458	09/13/2005
INSYNC	Word	USA	Sweetwater Sound Inc	78845083	3187407	12/19/2006
SWEETNOTES	Word	USA	Sweetwater Sound Inc	78845223	3187408	12/19/2006
SWEETCARE	Word	USA	Sweetwater Sound Inc	78819049	3203772	01/30/2007
SWEETWATER CREATION STATION	Word	USA	Sweetwater Sound Inc	78580554	3223900	04/03/2007
SWEETTRACK	Word	USA	Sweetwater Sound Inc	78844158	3277959	08/07/2007
GEARNUTS	Word	Canada	Sweetwater Sound Inc	1479036	TMA834527	10/17/2012

3. TRADE NAMES:

- **Sweetwater Sound, Inc.**
 - Sweetwater Productions
 - Sweetwater Soundware
 - Sweetwater
 - Lentine's Education Technology
 - Gear Nuts
 - Sweetwater Studios
- **Indiana Helicopters, LLC**
 - Indiana Helicopters
 - Indiana Helicopters/Sweet Aviation
 - Sweet Helicopters
- **SweetAviation Holdings LLC**
 - SweetAviation Naples

- **Mynett Music, LLC**
 - Mynett Music
- **Clyde Holdings, LLC**
 - Clyde Theatre
- **Clyde Productions, LLC**
 - Summit Audio Visual
 - The Clyde Powered by Sweetwater
 - Clyde Theatre
 - The Club Room at the Clyde
 - The Club Room

4. COPYRIGHTS:

	Name	Full Title	Copyright No.	Date
1	Sweetwater Sound	Everyday people.	PA0000925502	1996
2	Sweetwater Sound, Inc.	Boy and girl together.	SRu000471638	2001
3	Sweetwater Sound, Inc.	Heartstrings.	SRu000466608	2000
4	Sweetwater Sound, Inc.	Music Educators Technology Resource.	TX0007921409	2014
5	Sweetwater Sound, Inc.	ProGear.	TX0007887366	2014
6	Sweetwater Sound, Inc.	Songs of the west.	SRu000413692	1999
7	Sweetwater Sound, Inc.	SweetNotes.	TX0007921397	2013
8	Sweetwater Sound, Inc.	Sweetwater Guitar Webpages.	TX0007877172	2011
9	Sweetwater Sound, Inc.	Sweetwater website.	TX0008064067	2013
10	Sweetwater Sound, Inc.	Worship Sound Pro.	TX0007921403	2014
11	Sweetwater Sound Productions	When day is done / John Haney	SR0000240628	1997