

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548314

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AL INFINITY LLC		11/04/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Israel Discount Bank of New York		
Street Address:	511 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Serial Number:	88231724	GLOBAL SOUNDS	
Serial Number:	87704542	JUST ASK	
Serial Number:	87364481	EVERYTHING PROOF	
Registration Number:	5698918	RUMBLE	
Registration Number:	5650963	JUST RELAX	
Registration Number:	5716781	VERSA	
Registration Number:	5698366	JUST WATCH	
Serial Number:	87444123	HOUSE PARTY	
Registration Number:	5210540	ALTEC LANSING	
Registration Number:	5301950	THE VOICE OF THE THEATRE	
Registration Number:	4994369	EST. FIRST	
Registration Number:	4965336	JUST LISTEN	
Registration Number:	4647801	WELL PLAYED	
Registration Number:	4514514	THE JACKET	
Registration Number:	4983379	LIVE	
Registration Number:	4217222	BLISS	
Registration Number:	4113724	ORBIT	
Registration Number:	3516447	INMOTION	
Registration Number:	3634649		
TRADEMARK			

OP \$640.00 88231724

Property Type	Number	Word Mark
Registration Number:	3706170	OCTIV
Registration Number:	3442085	SOUNDBLADE
Registration Number:	2749454	ALTEC LANSING
Registration Number:	2688199	ALTEC
Registration Number:	2113891	ALTEC LANSING
Registration Number:	2106856	LANSING

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 800-713-0755
Email: ted.mulligan@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Syed Humza Moinuddin
SIGNATURE:	/Syed Humza Moinuddin/
DATE SIGNED:	11/06/2019

Total Attachments: 7
source=IDB-AL Infinity - Trademark Security Agreement w_ USPTO Cover Page_V_1#page1.tif
source=IDB-AL Infinity - Trademark Security Agreement w_ USPTO Cover Page_V_1#page2.tif
source=IDB-AL Infinity - Trademark Security Agreement w_ USPTO Cover Page_V_1#page3.tif
source=IDB-AL Infinity - Trademark Security Agreement w_ USPTO Cover Page_V_1#page4.tif
source=IDB-AL Infinity - Trademark Security Agreement w_ USPTO Cover Page_V_1#page5.tif
source=IDB-AL Infinity - Trademark Security Agreement w_ USPTO Cover Page_V_1#page6.tif
source=IDB-AL Infinity - Trademark Security Agreement w_ USPTO Cover Page_V_1#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“*Trademark Security Agreement*”), dated as of November 4, 2019, is made by AL INFINITY LLC, a Delaware limited liability company (the “*Grantor*”), in favor of ISRAEL DISCOUNT BANK OF NEW YORK (“*Secured Party*”).

WHEREAS, the Grantor has entered into a Loan and Security Agreement, dated as of the date hereof (as the same now exists and may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the “*Loan Agreement*”), between the Grantor, certain financial institutions from time to time party thereto as lenders (the “*Lenders*”) and Secured Party, as agent for the Lenders; and

WHEREAS, under the terms of the Loan Agreement and to secure its obligations to Secured Party thereunder, the Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with Secured Party as follows:

1. Grant of Security Interest. To secure the payment and performance of the Obligations under the Note, the Grantor hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in and Lien on all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Collateral”), with power of sale to the extent permitted by law:

(a) all of such Grantor’s trademarks, trademark applications, service marks, trade names, mask works (collectively, “*Trademarks*”), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

(b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Secured Party.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Collateral are as provided by the Loan Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security 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 to this Trademark Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

AL INFINITY LLC

By:  _____

Name: Isaac Franco

Title: Manager

Address for Notices:

1407 Broadway
New York, New York 10018

Agreed to and accepted:

ISRAEL DISCOUNT BANK OF NEW YORK

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Address for Notices:

511 Fifth Avenue
New York, NY 10017

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

AL INFINITY LLC

By: _____

Name: _____

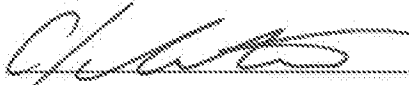
Title: _____

Address for Notices:

1407 Broadway
New York, New York 10018

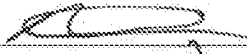
Agreed to and accepted:

ISRAEL DISCOUNT BANK OF NEW YORK

By:  _____

Name: CJ Gianatiempo

Title: First Vice President

By:  _____

Name: MARCIA DAVELMAN

Title: F.V.P.

Address for Notices:

511 Fifth Avenue
New York, NY 10017

[Signature Page to Trademark Security Agreement]

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
GLOBAL SOUNDS	88231724	1451552	N/A	December 17, 2018
JUST ASK	87704542	N/A	N/A	December 1, 2017
EVERYTHING PROOF	87364481	N/A	N/A	March 9, 2017
RUMBLE	87766536	5698918	N/A	January 23, 2018
JUST RELAX	87689876	5650963	N/A	November 17, 2017
VERSA	87664250	5716781	N/A	October 30, 2017
JUST WATCH	87587685	5698366	N/A	August 29, 2017
HOUSE PARTY	87444123	N/A	N/A	May 10, 2017
ALTEC LANSING	86943358	5210540	N/A	March 17, 2016
THE VOICE OF THE THEATRE	86595066	5301950	N/A	April 13, 2015
EST. FIRST	86587939	4994369	N/A	April 6, 2015
JUST LISTEN	86367123	4965336	N/A	August 14, 2014
WELL PLAYED	86094459	4647801	N/A	October 17, 2013
THE JACKET	86061058	4514514	N/A	September 10, 2013
LIVE	85537202	4983379	N/A	February 8, 2012
BLISS	85537099	4217222	N/A	February 8, 2012
ORBIT	85075043	4113724	N/A	June 30, 2010
INMOTION	78397226	3516447	N/A	April 6, 2004
N/A	77602526	3634649	N/A	October 28,

				2008
OCTIV	77430183	3706170	N/A	March 24, 2008
SOUNDBLADE	77237504	3442085	N/A	July 24, 2007
ALTEC LANSING	76338541	2749454	N/A	November 14, 2001
ALTEC	76337230	2688199	N/A	November 14, 2001
ALTEC LANSING	75174214	2113891	N/A	September 30, 1996
LANSING	75159018	2106856	N/A	August 30, 1996