

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM548491

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AAMP OF FLORIDA, INC.		11/05/2019	Corporation: FLORIDA
ROSEN ELECTRONICS, LLC		11/05/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	MIDCAP FINANCIAL TRUST
Street Address:	7255 WOODMONT AVENUE
Internal Address:	SUITE 200
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	STATUTORY TRUST: DELAWARE

PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Registration Number:	2894164	ECHOMASTER
Registration Number:	1475721	PHOENIX GOLD
Registration Number:	4010918	PHOENIX GOLD
Registration Number:	5413572	AAMP
Registration Number:	4455457	AI
Registration Number:	3386693	I SIMPLE
Registration Number:	2624074	INSTALLER CHALLENGE
Registration Number:	4092962	PG PHOENIX GOLD
Registration Number:	4032487	PHOENIX GOLD
Registration Number:	2615071	S
Registration Number:	1673306	STINGER
Registration Number:	2096339	STINGER
Registration Number:	3151283	STINGER
Registration Number:	5413571	AAMP GLOBAL
Registration Number:	4335548	AMERICAN INTERNATIONAL
Serial Number:	88672724	AUTOLEADS
Registration Number:	2578355	BEST KITS AND HARNESSSES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5734614	CONTROLPRO
Registration Number:	5256818	DEFINE YOUR DRIVE
Registration Number:	5237785	ECHOMASTER
Registration Number:	5277291	INTELLIHAUL
Registration Number:	4373327	INTRAPHEX
Registration Number:	4068162	ISIMPLE
Registration Number:	4335596	ISIMPLE CONNECT
Registration Number:	4074843	ISIMPLE GET CONNECTED
Registration Number:	4004256	PAC
Registration Number:	3411538	PACIFIC ACCESSORY CORPORATION
Registration Number:	3299493	PERIPHERAL
Registration Number:	2153385	PERIPHERAL
Registration Number:	1830270	ROADKILL
Registration Number:	3303064	SOUND QUEST
Registration Number:	2127490	STINGER
Registration Number:	2436057	STINGER
Registration Number:	5734311	TRUETUNE
Registration Number:	5751785	BASS SHIFT
Serial Number:	87857471	RUN DSP
Registration Number:	5751784	PHOENIX GOLD
Registration Number:	5751773	BASS SHIFT
Serial Number:	88413098	CARTECK NOW
Serial Number:	88000315	ELEV8
Serial Number:	88378340	HEIGH10
Serial Number:	87699126	KEEP THE CAR YOU LOVE
Registration Number:	5156771	PARKALERT
Serial Number:	88624514	STINGER RUGGED
Serial Number:	88623672	UPFIT YOUR ADVENTURE
Serial Number:	88648145	INTRAPHEX
Serial Number:	88648158	INTRAPHEX ELECTRONICS
Serial Number:	88636765	STINGER

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: klathrop@proskauer.com

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

TRADEMARK

REEL: 006790 FRAME: 0664

Address Line 2:	C/O KIMBERLEY A. LATHROP
Address Line 4:	LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	11964.114
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NAME OF SUBMITTER:	Kimberley A. Lathrop
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SIGNATURE:	/Kimberley A. Lathrop/
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DATE SIGNED:	11/07/2019
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Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 5, 2019, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of MidCap Financial Trust (“MidCap”), as agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuer (as each is defined in the Credit Agreement referred to below) and the other Secured Parties,

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 5, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Halifax AAMP Group, LLC, a Delaware limited liability company, as Initial Borrower, Audax AAMP Holdings, Inc., a Delaware corporation (the “US Borrower”), AAMP Armour Group Limited, a company incorporated in England and Wales (the “UK Borrower”, and together with the US Borrower, the “Borrowers” and each individually, a “Borrower”), the other persons designated as Credit Parties (as defined therein) from time to time party thereto, the Lenders and the L/C Issuer from time to time party thereto and MidCap, as Agent for the Lenders and the L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

(a) Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement and Guaranty and Security Agreement, as applicable.

(b) Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(i) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(c) Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

(d) Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

(e) Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


(f) Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]


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

Very truly yours,

AAMP OF FLORIDA, INC., as a Grantor

By: 
Name: Jamie Fraser
Title: President

ROSEN ELECTRONICS, LLC, as a Grantor

By: 
Name: Jamie Fraser
Title: President

ACCEPTED AND AGREED
as of the date first above written:

MIDCAP FINANCIAL TRUST, as Agent



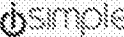


By: Apollo Capital Management, L.P., its investment
manager





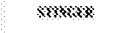
By: Apollo Capital Management GP, LLC, its general
partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory


Schedule 1
TO
TRADEMARK SECURITY AGREEMENT


Trademarks

Country	Trademark	Reg. No./App. or Ser. No.	Filing Date	Registration Date	Owner
U.S.	ECHOMASTER	RN: 2894164 SN: 76406721	May 16, 2002	October 19, 2004	AAMP of Florida, Inc.
U.S.	PHOENIX GOLD	RN: 1475721 SN: 73642510	February 2, 1987	February 9, 1988	AAMP of Florida, Inc.
U.S.	PHOENIX GOLD	RN: 4010918 SN: 78909078	June 15, 2006	August 16, 2011	AAMP of Florida, Inc.
U.S.		RN: 5413572 SN: 87054403	May 31, 2016	February 27, 2018	AAMP of Florida, Inc.
U.S.		RN: 4455457 SN: 85381418	July 26, 2011	December 24, 2013	AAMP of Florida, Inc.
U.S.		RN: 3386693 SN: 78838515	March 16, 2006	February 19, 2008	AAMP of Florida, Inc.
U.S.		RN: 2624074 SN: 76246183	April 25, 2001	September 24, 2002	AAMP of Florida, Inc.
U.S.		RN: 4092962 SN: 85060961	June 11, 2010	January 31, 2012	AAMP of Florida, Inc.

Country	Trademark	Reg. No./App. or Ser. No.	Filing Date	Registration Date	Owner
U.S.		RN: 4032487 SN: 85069751	June 23, 2010	September 27, 2011	AAMP of Florida, Inc.
U.S.		RN: 2615071 SN: 76313361	September 17, 2001	September 3, 2002	AAMP of Florida, Inc.
U.S.		RN: 1673306 SN: 74123778	December 17, 1990	January 28, 1992	AAMP of Florida, Inc.
U.S.		RN: 2096339 SN: 74667840	May 1, 1995	September 16, 1997	AAMP of Florida, Inc.
U.S.		RN: 3151283 SN: 76573941	February 4, 2004	October 3, 2006	AAMP of Florida, Inc.
U.S.	AAMP GLOBAL	RN: 5413571 SN: 87052935	May 27, 2016	February 27, 2018	AAMP of Florida, Inc.
U.S.	AMERICAN INTERNATIONAL	RN: 4335548 SN: 85381412	July 26, 2011	May 14, 2013	AAMP of Florida, Inc.
U.S.	AUTOLEADS	SN: 88672724	October 29, 2019	N/A	AAMP of Florida, Inc.
U.S.	BEST KITS AND HARNESSSES	RN: 2578355 SN: 76289707	July 24, 2001	June 11, 2002	AAMP of Florida, Inc.

Country	Trademark	Reg. No./App. or Ser. No.	Filing Date	Registration Date	Owner
U.S.	CONTROLPRO	RN: 5734614 SN: 87564149	August 10, 2017	April 23, 2019	AAMP of Florida, Inc.
U.S.	DEFINE YOUR DRIVE	RN: 5256818 SN: 86701711	July 22, 2015	August 1, 2017	AAMP of Florida, Inc.
U.S.	ECHOMASTER	RN: 5237785 SN: 86855382	December 21, 2015	July 4, 2017	AAMP of Florida, Inc.
U.S.	INTELLIHAUL	RN: 5277291 SN: 86925118	March 1, 2016	August 29, 2017	AAMP of Florida, Inc.
U.S.	INTRAPHEX	RN: 4373327 SN: 85579701	March 26, 2012	July 23, 2013	AAMP of Florida, Inc.
U.S.	ISIMPLE	RN: 4068162 SN: 85069748	June 23, 2010	December 6, 2011	AAMP of Florida, Inc.
U.S.	ISIMPLE CONNECT	RN: 4335596 SN: 85394004	August 10, 2011	May 14, 2013	AAMP of Florida, Inc.
U.S.	ISIMPLE GET CONNECTED	RN: 4074843 SN: 85069750	June 23, 2010	December 20, 2011	AAMP of Florida, Inc.
U.S.	PAC	RN: 4004256 SN: 77740871	May 20, 2009	August 2, 2011	AAMP of Florida, Inc.

Country	Trademark	Reg. No./App. or Ser. No.	Filing Date	Registration Date	Owner
U.S.	PACIFIC ACCESSORY CORPORATION	RN: 3411538 SN: 77241670	July 30, 2007	April 15, 2008	AAMP of Florida, Inc.
U.S.	PERIPHERAL	RN: 3299493 SN: 78744152	November 1, 2005	September 25, 2007	AAMP of Florida, Inc.
U.S.	PERIPHERAL	RN: 2153385 SN: 75155650	August 26, 1996	April 28, 1998	AAMP of Florida, Inc.
U.S.	ROADKILL	RN: 1830270 SN: 74385196	April 22, 1993	April 12, 1994	AAMP of Florida, Inc.
U.S.	SOUND QUEST	RN: 3303064 SN: 76526823	July 2, 2003	October 2, 2007	AAMP of Florida, Inc.
U.S.	STINGER	RN: 2127490 SN: 75976423	February 14, 1996	January 6, 1998	AAMP of Florida, Inc.
U.S.	STINGER	RN: 2436057 SN: 75057862	February 14, 1996	March 20, 2001	AAMP of Florida, Inc.
U.S.	TRUETUNE	RN: 5734311 SN: 87187823	September 29, 2016	April 23, 2019	AAMP of Florida, Inc.
U.S.		SN: 87325608 RN: 5751785	February 6, 2017	May 14, 2019	AAMP of Florida, Inc.

Country	Trademark	Reg. No./App. or Ser. No.	Filing Date	Registration Date	Owner
U.S.	RUN DSP	SN: 87857471	March 30, 2018	N/A	AAMP of Florida, Inc.
U.S.		SN: 87325574 RN: 5751784	February 6, 2017	May 14, 2019	AAMP of Florida, Inc.
U.S.	BASS SHIFT	SN: 87314946 RN: 5751773	January 26, 2017	May 14, 2019	AAMP of Florida, Inc.
U.S.	CARTECK NOW	SN: 88413098	May 2, 2019	N/A	AAMP of Florida, Inc.
U.S.	ELEV8	SN: 88000315	June 14, 2018	N/A	AAMP of Florida, Inc.
U.S.	HEIGH10	SN: 88378340	April 9, 2019	N/A	AAMP of Florida, Inc.
U.S.	KEEP THE CAR YOU LOVE	SN: 87699126 *Intent-to-use Application	November 28, 2017	N/A	AAMP of Florida, Inc.
U.S.	PARKALERT	RN: 5156771 AN: 86623755	May 8, 2015	March 7, 2017	AAMP of Florida, Inc.
U.S.	STINGER RUGGED	AN: 88624514	September 20, 2019	N/A	AAMP of Florida, Inc.
U.S.	UPFIT YOUR ADVENTURE	AN: 88623672	September 19, 2019	N/A	AAMP of Florida, Inc.

Country	Trademark	Reg. No./App. or Ser. No.	Filing Date	Registration Date	Owner
U.S.	INTRAPHEX	AN: 88648145	October 9, 2019	N/A	AAMP of Florida, Inc.
U.S.	INTRAPHEX ELECTRONICS	AN: 88648158	October 9, 2019	N/A	AAMP of Florida, Inc.
U.S.	STINGER	AN: 88636765	Sep. 30, 2019	N/A	AAMP of Florida, Inc.