

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM564711

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sensory Technologies, LLC		02/28/2020	Limited Liability Company: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A., as Collateral Agent		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3690501	REFRESH	
<b>Registration Number:</b>	3784063	MEETING ON THE MOVE	
<b>Registration Number:</b>	3282956	SENSORY TECHNOLOGIES	
<b>Registration Number:</b>	4603479	AV SOLUTIONS	
<b>Registration Number:</b>	4750459	AV SOLUTIONS	
<b>Registration Number:</b>	4967196	FOCUS	
<b>Registration Number:</b>	5115102	THRIVE	
<b>Registration Number:</b>	5809864	EMBRACE	
<b>Registration Number:</b>	5746262	PIVIDAL	
<b>Serial Number:</b>	87509324	ADOPT	
<b>Serial Number:</b>	87509383	AVALYTICS	
<b>Serial Number:</b>	88320875		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	(312) 288-3589		
<b>Email:</b>	Results-UCCTeam2@wolterskluwer.com		
<b>Correspondent Name:</b>	Nancy Helm-Brown		

OP \$315.00 3690501

TRADEMARK

**Address Line 1:** 2929 Allen Pkwy  
**Address Line 2:** Ste 3300  
**Address Line 4:** Houston, TEXAS 77019

<b>NAME OF SUBMITTER:</b>	Diandra M. LaMantia
<b>SIGNATURE:</b>	/Diandra M. LaMantia/
<b>DATE SIGNED:</b>	03/02/2020

**Total Attachments: 7**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”) is made as of February 28, 2020 (the “*Effective Date*”) between the signatory hereto (the “*Grantor*”) in favor of BMO HARRIS BANK N.A., as collateral agent for the Secured Parties (in such capacity, the “*Collateral Agent*”) (as defined in the Amended and Restated Pledge and Security Agreement referred to below).

### RECITALS:

WHEREAS, reference is made to that certain Amended and Restated Pledge and Security Agreement, dated as of February 5, 2016 (as it may be amended, restated, supplemented 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 (capitalized terms used herein but not defined herein shall have their respective meanings as defined in the Pledge and Security Agreement); 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, 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, the United States Copyright 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 (collectively, the “*Intellectual Property Collateral*”):

- (a) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in 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; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “*Patents*”).

(b) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for registration of any of the foregoing including, but not limited to (i) the registrations and applications for registration referred to in Schedule 1 hereto, but for the avoidance of doubt excluding any intent to use applications for registrations of trademarks currently filed or filed in the future with the United States Patent and Trademark Office for which a statement of use under 15 U.S.C. §1051(d) or amendment to allege use under 15 U.S.C. §1051(c) has not yet been filed and accepted, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “*Trademarks*”).

SECTION 2. RECORDATION.

The Grantor authorizes and requests that the United States Patent and Trademark Office, the U.S. Copyright Office 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each 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.

SENSORY TECHNOLOGIES, LLC,  
as a Grantor

By:   
Name: Allison Aden  
Title: Chief Financial Officer

Address:

c/o Distinct Holdings, Inc.  
37 Market Street  
Kenilworth NJ 07033

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 006879 FRAME: 0326**

BMO HARRIS BANK N.A., as Collateral Agent

By: Pauline Christopher  
Name: Pauline Christopher  
Title: Managing Director

Address:

111 West Monroe Street  
Chicago, Illinois 60603

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 006879 FRAME: 0327**



**SCHEDULE 1  
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

1. Patents

Sensory Technologies LLC Patent Application Numbers

<b>Current Owner</b>	<b>Appl. No.</b>	<b>Appl. Date</b>	<b>Title</b>
SENSORY TECHNOLOGIES, LLC	15063564	Mar 8, 2016	MULTIUSER INTERACTIVE DISPLAY SYSTEM AND METHOD
SENSORY TECHNOLOGIES, LLC	16502178	Jul 3, 2019	MULTIUSER INTERACTIVE DISPLAY SYSTEM AND METHOD

2. Trademarks

Sensory Technologies LLC Trademark Registration Numbers

<b>Current Owner</b>	<b>Registration No.</b>	<b>Reg. Date</b>	<b>Title</b>
SENSORY TECHNOLOGIES, LLC	3690501	Sep 29, 2009	REFRESH
SENSORY TECHNOLOGIES, LLC	3784063	May 4, 2010	MEETING ON THE MOVE
SENSORY TECHNOLOGIES, LLC	3282956	Aug 21, 2007	SENSORY TECHNOLOGIES
SENSORY TECHNOLOGIES, LLC	4603479	Sep 9, 2014	AV SOLUTIONS
SENSORY TECHNOLOGIES, LLC	4750459	Jun 9, 2015	AV SOLUTIONS
SENSORY TECHNOLOGIES, LLC	4967196	May 31, 2016	FOCUS
SENSORY TECHNOLOGIES, LLC	5115102	Jan 3, 2017	THRIVE
SENSORY TECHNOLOGIES, LLC	5809864	Jul 23, 2019	EMBRACE
SENSORY TECHNOLOGIES, LLC	5746262	May 7, 2019	PIVIDAL

Sensory Technologies LLC Trademark Application Numbers

<b>Current Owner</b>	<b>Application No.</b>	<b>Appl. Date</b>	<b>Title</b>
SENSORY TECHNOLOGIES, LLC	87509324	Jun 28, 2017	ADOPT
SENSORY TECHNOLOGIES, LLC	87509383	Jun 28, 2017	AVALYTICS
SENSORY TECHNOLOGIES, LLC	88320875	Feb 28, 2019	"DESIGN ONLY"