OP \$315.00 3690501

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM564711

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Security Agreement	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sensory Technologies, LLC		02/28/2020	Limited Liability Company: INDIANA

RECEIVING PARTY DATA

Name:	BMO Harris Bank N.A., as Collateral Agent	
Street Address:	111 West Monroe Street	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60603	
Entity Type:	Association: UNITED STATES	

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3690501	REFRESH
Registration Number:	3784063	MEETING ON THE MOVE
Registration Number:	3282956	SENSORY TECHNOLOGIES
Registration Number:	4603479	AV SOLUTIONS
Registration Number:	4750459	AV SOLUTIONS
Registration Number:	4967196	FOCUS
Registration Number:	5115102	THRIVE
Registration Number:	5809864	EMBRACE
Registration Number:	5746262	PIVIDAL
Serial Number:	87509324	ADOPT
Serial Number:	87509383	AVALYTICS
Serial Number:	88320875	

CORRESPONDENCE DATA

Fax Number:

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: (312) 288-3589

Email: Results-UCCTeam2@wolterskluwer.com

Correspondent Name: Nancy Helm-Brown

TRADEMARK

900538019 REEL: 006879 FRAME: 0320

Address Line 1: 2929 Allen Pkwy

Address Line 2: Ste 3300

Address Line 4: Houston, TEXAS 77019

NAME OF SUBMITTER: Diandra M. LaMantia

SIGNATURE: /Diandra M. LaMantia/

DATE SIGNED: 03/02/2020

Total Attachments: 7

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Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Pleas	e record the attached documents or the new address(es) below.		
1. Name of conveying party(les):	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? No		
Sensory Technologies, LLC	Name: BMO Harris Bank N.A., as Collateral Agent		
Individual(s) Association	Street Address: 111 West Monroe Street		
Partnership Limited Partnership	City: Chicago		
Corporation- State:	State: Ninois		
Other limited liability company	Country: USA Zip: 60603		
Citizenship (see guldalines) Indiana	Individual(s) Cilizenship		
Additional names of conveying parties attached? Yes Xido			
3. Nature of conveyance/Execution Date(s):	Partnership Citizenship		
Execution Date(s) February 28, 2020	Limited Partnership Cifizenship		
	Corporation Citizenship		
Assignment Merger	OtherCitizenship		
Security Agreement Change of Name Cither	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)		
A. Trademark Application No.(s) See Schedule I attached hereto and made a part hereof. C. Identification or Description of Trademark(s) (and Filing	See Schedule attached hereto and made a part hereof Additional sheet(s) attached? Yes No Date if Application or Registration Number is unknown).		
Name & address of party to whom correspondence concerning document should be mailed: Name Ciandra M. LaMantia	6. Total number of applications and registrations involved:		
Internal Address: Chapman and Coller LLF	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$		
Street Address: 111 West Monroe Street	Authorized to be charged to deposit account Enclosed		
Ony Chicago	8. Payment Information:		
State Illinois Zip 60603			
Phone Number: 312-845-3274			
Docket Number:	Deposit Account Number		
Email Address: amanua@chapman.com	Authorized User Name		
9. Signature: // / / / / for Chap	iman and Cutler LLP March 2, 2020		
Signature	Date		
Diandra M. LaMantia, Project Assistant	Total number of pages including cover 7 sheet, attachments, and document		
Name of Person Signing	Source, Businesser, Series Series St.		

Documents to be recorded (including cover sheet) should be fazed to (\$71) 273-8140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22213-1450

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.

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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

Name: Allison Aden

Title: Chief Financial Officer

Address:

c/o Distinct Holdings, Inc. 37 Market Street Kenilworth NJ 07033 BMO HARRIS BANK N.A., as Collateral Agent

By: Taule Name: Pou

Title:

mouneful Director

Address:

111 West Monroe Street Chicago, Illinois 60603

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Patents

Sensory Technologies LLC Patent Application Numbers

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

2. Trademarks

RECORDED: 03/02/2020

Sensory Technologies LLC Trademark Registration Numbers

Current Owner	Registration No.	Reg. Date	Title
	No.		
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

Current Owner	Application No.	Appl. Date	Title
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"