

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610723

| | | | |
|--|---------------------------------------|-----------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ACAS, LLC (formerly known as American Capital, Ltd.) | | 11/23/2020 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | BENSUSSEN DEUTSCH & ASSOCIATES, LLC | | |
| Street Address: | 15525 Woodinville-Redmond Road NE | | |
| City: | Woodinville | | |
| State/Country: | WASHINGTON | | |
| Postal Code: | 98072 | | |
| Entity Type: | Limited Liability Company: WASHINGTON | | |
| PROPERTY NUMBERS Total: 41 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3775066 | MERCHAGENCY | |
| Registration Number: | 3486910 | YOUR MERCHANDISE AGENCY | |
| Registration Number: | 3573112 | TRUE GRIP | |
| Registration Number: | 3978383 | UNLEASH THE POWER OF MERCHANDISE | |
| Registration Number: | 3664516 | WE MAKE YOUR BRAND AN EXPERIENCE. | |
| Registration Number: | 3788201 | APPTAGIOUS | |
| Registration Number: | 3871485 | | |
| Registration Number: | 4049936 | PRO PACK MINI | |
| Registration Number: | 3902328 | MINIREMOTE | |
| Registration Number: | 4411371 | MUNITIO | |
| Registration Number: | 4177266 | BASSENHANCINGCHAMBER | |
| Registration Number: | 4432938 | SILICONEHOLLOWPOINTS | |
| Registration Number: | 4415258 | BILLETS | |
| Registration Number: | 4902089 | MUNITIO | |
| Registration Number: | 4392897 | [M] | |
| Registration Number: | 4366148 | BASS ENHANCING CHAMBER | |
| Registration Number: | 4475636 | FUS1ON | |
| Registration Number: | 4434662 | SILICONE HOLLOW POINTS | |
| Serial Number: | 85931478 | ILLUMINATION | |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------------------|
| Serial Number: | 85191632 | BDA |
| Serial Number: | 85191663 | BDA |
| Serial Number: | 85268668 | BD&A |
| Registration Number: | 4400904 | MOGA |
| Registration Number: | 4393332 | |
| Registration Number: | 4646018 | MOGA BOOST |
| Registration Number: | 4646019 | MOGA BOOST |
| Registration Number: | 4777701 | S-M-R-T LOCK |
| Registration Number: | 4777702 | S-M-R-T LOCK |
| Registration Number: | 4388315 | POWER A |
| Registration Number: | 4380421 | POWERA |
| Registration Number: | 3797303 | POWERSURFACE |
| Registration Number: | 4392629 | AMPLIFY YOUR EXPERIENCE |
| Registration Number: | 4589171 | A |
| Registration Number: | 4864294 | SPECTRA |
| Registration Number: | 4864295 | SPECTRA ILLUMINATED CONTROLLER |
| Registration Number: | 3838224 | POWER OF MERCHANDISE |
| Registration Number: | 3938943 | PROACTIVATION |
| Registration Number: | 4129455 | EVOLVING BRANDED MERCHANDISE |
| Registration Number: | 4101287 | OUR BRAND(ED) WORLD |
| Registration Number: | 4440798 | SUSAN'S ROCK |
| Registration Number: | 4209426 | BDA CARES FOUNDATION |

CORRESPONDENCE DATA

Fax Number: 2122919868

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: 2125584229

Email: demarcor@sullcrom.com, nguyenb@sullcrom.com

Correspondent Name: Raffaele A. DeMarco

Address Line 1: 125 Broad Street

Address Line 2: Sullivan & Cromwell LLP

Address Line 4: New York, NEW YORK 10004-2498

NAME OF SUBMITTER: RAFFAELE A. DEMARCO

SIGNATURE: /RAFFAELE A. DEMARCO/

DATE SIGNED: 11/24/2020

Total Attachments: 19

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”), dated as of November 23, 2020 (the “Effective Date”), by ACAS, LLC (formerly known as AMERICAN CAPITAL, LTD., a Delaware corporation) (“Secured Party”), as Agent for the Lenders, in favor of BENSUSSEN DEUTSCH & ASSOCIATES, LLC, a Washington limited liability company (“Debtor”).

WHEREAS, the parties entered into that certain Credit Agreement dated September 3, 2014 and the Amended and Restated Second Lien Term Loan and Security Agreement, dated as of April 5, 2016 (collectively the “Credit Agreement”);

WHEREAS, pursuant to the Credit Agreements, Debtor granted to Secured Party a continuing security interest in the Released Intellectual Property (defined below) and entered into certain intellectual property security agreements, including on: (i) September 3, 2014 as recorded with the United States Patent & Trademark Office (“USPTO”) at Reel / Frame 33684 / 0460 (with regard to patents) and at Reel / Frame 5356 / 0123 (with regard to trademarks); (ii) April 5, 2016 as recorded with the USPTO at Reel / Frame 38414 / 0531 (with regard to patents) and at Reel / Frame 5769 / 0550 (with regard to trademarks); (iii) September 3, 2014 as recorded with the United States Copyright Office (“USCO”) at V9915 D257 (with regard to copyrights) and (iv) April 5, 2016 as recorded with the USCO at V9935 D535 (with regard to copyrights); and

WHEREAS, in accordance with the terms set forth in the Credit Agreement, Secured Party now wishes to release any and all interest it may have in the patents and patent applications listed on Schedule A attached hereto, and patents, patent applications, reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations owned by the Debtor (collectively, the “Released Patents”), the trademark and service mark registrations and applications listed on Schedule B attached hereto, and any trademarks, trademark applications, extensions, renewals and common law trademarks owned by the Debtor, including any goodwill associated therewith (collectively, the “Released Trademarks”), the copyright registrations listed on Schedule C attached hereto, and any copyright registrations, copyright applications, extensions, renewals and unregistered copyrights owned by the Debtor (collectively the “Released Copyrights”), any and all claims for damages and injunctive relief for past, present and future infringement of any of the foregoing, and all income, royalties and other payments now or hereafter due and payable with respect to any and all of the foregoing, and, to the extent encumbered by the above-referenced security interests, all domain names listed on Schedule D and any domain names owned by Debtor (the “Released Domain Names”), and the licenses listed in Schedule E (the “Released Licenses”), the foregoing collectively hereinafter referred to as the Released Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Secured Party hereby states as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreements.

SECTION 2. Release of Security Interest. The Secured Party, without representation or warranty of any kind, hereby irrevocably terminates, releases and discharges, without recourse or warranty, all liens on and security interests in and to all of the right, title and interest of the Secured Party in, to and under the Released Intellectual Property.

SECTION 3. Authorization. The Secured Party hereby authorizes and requests the Commissioner for Patents and the Commissioner for Trademarks of the USPTO, the Register of Copyrights of the USCO, and any other applicable government officer or relevant governmental authority, to record this Release.

SECTION 5. General Provisions.

5.1 This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.


5.2 All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns and transferees of the parties hereto.

5.3 This Release and the transactions contemplated hereby, and all disputes between the parties under or relating to this Release or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered as of the date first above written.

ACAS, LLC
f/k/a AMERICAN CAPITAL LTD.,
as Agent for the Lenders

By: 
Name: Ian Fitzgerald
Title: Authorized Signatory

SCHEDULE A

U.S. PATENTS

| | Title | Application Number | Filing Date | Patent Number | Patent Date |
|-----|---|--------------------|-------------------|---------------|-------------------|
| 1. | Mobile device accessory having a low power drain electronic display | 14/101007 | December 9, 2013 | | |
| 2. | Controllers for use with mobile devices | 13914552 | June 10, 2013 | | |
| 3. | Controllers for use with mobile devices | 13914553 | June 10, 2013 | | |
| 4. | Skate board carrier | 29139635 | April 2, 2001 | D455259 | April 9, 2002 |
| 5. | Bullet-shaped in-ear miniature speaker system | 29312942 | November 21, 2008 | D656922 | April 3, 2012 |
| 6. | Video game controller | 29457481 | June 10, 2013 | D710945 | August 12, 2014 |
| 7. | Video game controller | 29457482 | June 10, 2013 | D712970 | September 9, 2014 |
| 8. | Smartphone clamp for video game controller | 29457483 | June 10, 2013 | D710946 | August 12, 2014 |
| 9. | Controllers for use with mobile | 201480001 424.8 | June 10, 2014 | | |
| 10. | Mobile device accessory having a low power drain electronic display | US2013/07 3880 | December 9, 2013 | | |

SCHEDULE B

I. U.S. TRADEMARKS

| | Jurisdiction | Trademark | Application Number | Filing Date | Registration Number | Registration Date |
|-----|--------------|-----------------------------------|--------------------|--------------------|---------------------|-------------------|
| 1. | USA | MERCHAGENCY | 77022161 | October 16, 2006 | 3775066 | April 13, 2010 |
| 2. | USA | YOUR MERCHANDISE AGENCY | 77022174 | October 16, 2006 | 3486910 | August 19, 2008 |
| 3. | USA | TRUE GRIP | 77094615 | January 30, 2007 | 3573112 | February 10, 2009 |
| 4. | USA | UNLEASH THE POWER OF MERCHANDISE | 77101868 | February 7, 2007 | 3978383 | June 14, 2011 |
| 5. | USA | WE MAKE YOUR BRAND AN EXPERIENCE. | 77419844 | March 12, 2008 | 3664516 | August 4, 2009 |
| 6. | USA | APPTAGIOUS | 77614177 | November 13, 2008 | 3788201 | May 11, 2010 |
| 7. | USA | Design Only | 77876833 | November 19, 2009 | 3871485 | November 2, 2010 |
| 8. | USA | PRO PACK MINI | 77931990 | February 9, 2010 | 4049936 | November 1, 2011 |
| 9. | USA | MINIREMOTE | 77932000 | February 9, 2010 | 3902328 | January 4, 2011 |
| 10. | USA | MUNITIO | 85055435 | June 4, 2010 | 4411371 | October 1, 2013 |
| 11. | USA | BASSENHANCIN GCHAMBER | 85361956 | July 1, 2011 | 4177266 | July 17, 2012 |
| 12. | USA | SILICONE HOLLOW POINTS | 85361961 | July 1, 2011 | 4432938 | November 12, 2013 |
| 13. | USA | BILLETS | 85361970 | July 1, 2011 | 4415258 | October 8, 2013 |
| 14. | USA | MUNITIO | 85436918 | September 30, 2011 | 4902089 | February 16, 2016 |
| 15. | USA | M Design | 85436996 | September 30, 2011 | 4392897 | August 27, 2013 |
| 16. | USA | BASS ENHANCING CHAMBER | 85439197 | October 4, 2011 | 4366148 | July 9, 2013 |
| 17. | USA | FUSION | 85541552 | February 13, 2012 | 4475636 | January 28, 2014 |
| 18. | USA | SILICONE HOLLOW POINTS | 85582705 | March 28, 2012 | 4434662 | November 19, 2013 |
| 19. | USA | ILLUMINACTIO N | 85931478 | May 14, 2013 | | |

| | Jurisdiction | Trademark | Application Number | Filing Date | Registration Number | Registration Date |
|-----|--------------|--------------------------------|--------------------|--------------------|---------------------|--------------------|
| 20. | USA | BDA | 85191632 | December 6, 2010 | | |
| 21. | USA | BDA | 85191663 | December 6, 2010 | | |
| 22. | USA | BD&A | 85268668 | March 16, 2011 | | |
| 23. | USA | MOGA | 85/524909 | January 25, 2012 | 4400904 | September 10, 2013 |
| 24. | USA | MOGA logo | 85/595381 | April 11, 2012 | 4393332 | August 27, 2013 |
| 25. | USA | MOGA BOOST | 85/967990 | June 24, 2013 | 4646018 | November 25, 2014 |
| 26. | USA | MOGA BOOST Logo | 85/967996 | June 24, 2013 | 4646019 | November 25, 2014 |
| 27. | USA | S-M-R-T LOCK | 85/920740 | May 1, 2013 | 4777701 | July 21, 2015 |
| 28. | USA | S-M-R-T LOCK Logo | 85/920744 | May 1, 2013 | 4777702 | July 21, 2015 |
| 29. | USA | POWER A DESIGN | 77/567748 | September 11, 2008 | 4388315 | August 20, 2013 |
| 30. | USA | POWER A | 77/567751 | September 11, 2008 | 4380421 | August 6, 2013 |
| 31. | USA | POWERSURFACE | 77/737207 | May 14, 2009 | 3797303 | June 1, 2010 |
| 32. | USA | AMPLIFY YOUR EXPERIENCE | 85/046678 | May 24, 2010 | 4392629 | August 27, 2013 |
| 33. | USA | A Logo | 85/572105 | March 16, 2012 | 4589171 | August 19, 2014 |
| 34. | USA | SPECTRA | 86/415512 | October 6, 2014 | 4864294 | December 1, 2015 |
| 35. | USA | SPECTRA ILLUMINATED CONTROLLER | 86/415517 | October 6, 2014 | 4864295 | December 1, 2015 |
| 36. | USA | POWER OF MERCHANDISE | 77/101863 | February 7, 2007 | 3838224 | August 24, 2010 |
| 37. | USA | PROACTIVATION | 77/924104 | January 29, 2010 | 3938943 | March 29, 2011 |
| 38. | USA | EVOLVING BRANDED MERCHANDISE | 85/194597 | December 9, 2010 | 4129455 | April 17, 2012 |
| 39. | USA | OUR BRAND(ED) WORLD | 85/237766 | February 9, 2011 | 4101287 | February 21, 2012 |
| 40. | USA | SUSAN'S ROCK | 85/527555 | January 27, 2012 | 4440798 | November 26, 2013 |
| 41. | USA | BDA CARES FOUNDATION | 85/527535 | January 27, 2012 | 4209426 | September 18, 2012 |
| 42. | USA/WA | BDA | | | 54317 | December 8, 2010 |
| 43. | USA/WA | BD&A | | | 54316 | December 8, 2010 |

II. FOREIGN TRADEMARKS

| | Jurisdiction | Trademark | Application/ Registration No. | Application/ Registration Date |
|-----|--------------|----------------------------|----------------------------------|-----------------------------------|
| 1. | AUSTRALIA | POWER A AND DESIGN | 996491 | 3/4/2009 |
| 2. | AUSTRALIA | POWER A | 996486 | 3/4/2009 |
| 3. | AUSTRALIA | POWERSURF ACE | 1020260 | 11/3/2009 |
| 4. | AUSTRALIA | AMPLIFY YOUR EXPERIENCE | 1072695 | 11/15/2010 |
| 5. | AUSTRALIA | A LOGO | 1157099 | 8/21/2012 |
| 6. | CANADA | POWER A | TMA860009 | 9/12/2013 |
| 7. | CANADA | POWERSURFACE | TMA850768 | 5/13/2013 |
| 8. | EU | POWER A AND DESIGN | 996491 | 3/4/2009 |
| 9. | EU | POWER A | 996486 | 3/4/2009 |
| 10. | EU | POWERSURF ACE | 1020260 | 11/3/2009 |
| 11. | EU | AMPLIFY YOUR EXPERIENCE | 1072695 | 11/15/2010 |
| 12. | EU | FUSION | 1142839 | 8/8/2012 |
| 13. | EU | A LOGO | 1157099 | 8/21/2012 |
| 14. | INTL | POWER A AND DESIGN | 996491 | 3/4/2009 |
| 15. | INTL | POWER A | 996486 | 3/4/2009 |
| 16. | INTL | POWERSURF ACE | 1020260 | 11/3/2009 |
| 17. | INTL | AMPLIFY YOU EXPERIENCE | 1072695 | 11/15/2010 |
| 18. | INTL | FUSION | 1142839 | 8/8/2012 |
| 19. | INTL | A LOGO | 1157099 | 8/21/2012 |
| 20. | MEXICO | POWER A | 1171461 | 6/30/2010 |
| 21. | MEXICO | POWER A AND DESIGN | 1141082 | 2/2/2010 |
| 22. | MEXICO | AMPLIFY YOU EXPERIENCE | 1228921 | 7/26/2011 |
| 23. | MEXICO | A LOGO | 1454309 | 8/31/2012 |
| 24. | MEXICO | A LOGO | 1454310 | 8/31/2012 |
| 25. | MEXICO | FUSION | 1345355 | 1/29/2013 |
| 26. | MEXICO | FUSION | 1340224 | 12/18/2012 |
| 27. | NEW ZEALAND | POWERSURF ACE | 815292 | 5/6/2010 |
| 28. | PANAMA | POWER A | 179627 | 3/11/2009 |
| 29. | PANAMA | POWER A AND DESIGN | 179629 | 3/11/2009 |
| 30. | PANAMA | AMPLIFY YOU EXPERIENCE | 195428 | 7/27/2011 |
| 31. | PANAMA | FUSION | 215502 | 8/13/2012 |
| 32. | PANAMA | FUSION | 215503 | 8/13/2012 |
| 33. | PANAMA | A LOGO | 216128 | 9/3/2012 |
| 34. | PANAMA | A LOGO | 216129 | 9/3/2012 |
| 35. | AUSTRALIA | MOGA | 1133019 | 7/23/2012 |
| 36. | CANADA | MOGA | TMA866284 | 11/29/2013 |

| | Jurisdiction | Trademark | Application/ Registration No. | Application/ Registration Date |
|-----|--------------|--------------------------------------|----------------------------------|-----------------------------------|
| 37. | CHINA | MOGA | 1133019 | 7/23/2012 |
| 38. | EU | MOGA | 1133019 | 7/23/2012 |
| 39. | INTL | MOGA | 1133019 | 7/23/2012 |
| 40. | JAPAN | MOGA | 1133019 | 7/25/2012 |
| 41. | MEXICO | MOGA | 1334296 | 11/30/2012 |
| 42. | MEXICO | MOGA | 1332355 | 11/28/2012 |
| 43. | PANAMA | MOGA | 214791 | 7/25/2012 |
| 44. | PANAMA | MOGA | 214790 | 7/25/2012 |
| 45. | AUSTRALIA | FUSION | 1534876 | 8/8/2012 |
| 46. | CANADA | AMPLIFY YOUR EXPERIENCE | 1505094 | 11/23/2010 |
| 47. | CANADA | FUSION | 1589333 | 8/8/2012 |
| 48. | CANADA | A DESIGN | 1592500 | 8/31/2012 |
| 49. | CANADA | WE MAKE YOUR BRAND AN EXPERIENCE | TMA777433 | 9/17/2010 |
| 50. | ARGENTINA | POWERSURFACE | 2421427 | 1/28/2011 |
| 51. | ARGENTINA | MINIREMOTE | 2514782 | 6/20/2012 |
| 52. | COSTA RICA | POWERSURF ACE | 200580 | 4/30/2010 |
| 53. | COSTA RICA | MINIREMOTE | 208189 | 3/28/2011 |
| 54. | MEXICO | POWER SURFACE | 1198887 | 1/26/2011 |
| 55. | PANAMA | POWERSURFACE | 185701 | 11/13/2009 |
| 56. | PANAMA | MINIREMOTE | 192300 | 5/25/2011 |
| 57. | AUSTRALIA | MUNITIO | 1129843 | 3/30/2012 |
| 58. | AUSTRALIA | MUNITIO (STYLIZED) | 1137957 | 3/30/2012 |
| 59. | AUSTRALIA | SILICONEHOLLOWPOINTS AND DESIGN | 1129837 | 4/5/2012 |
| 60. | CHINA | [M]IC CONTROL | 1126107 | 3/30/2012 |
| 61. | EU | MUNITIO | 1055448 | 9/24/2010 |
| 62. | EU | MUNITIO | 1129843 | 3/30/2012 |
| 63. | EU | MUNITIO (STYLIZED) | 1137957 | 3/30/2012 |
| 64. | EU | [M]IC CONTROL | 1126107 | 3/30/2012 |
| 65. | EU | SILICONEHOLLOWPOINTS AND DESIGN | 1129837 | 4/5/201 |
| 66. | INTL | MUNITIO | 1055448 | 9/24/2010 |
| 67. | INTL | MUNITIO | 1129843 | 3/30/2012 |
| 68. | INTL | MUNITIO (STYLIZED) | 1137957 | 3/20/2012 |
| 69. | INTL | [M]IC CONTROL | 1126107 | 3/30/2012 |
| 70. | INTL | BASS ENHANCING CHAMBER AND DESIGN | 1121448 | 3/30/2012 |
| 71. | INTL | SILICONEHOLLOWPOINTS AND DESIGN | 1129837 | 4/5/2012 |
| 72. | JAPAN | MUNITIO | 1055448 | 9/20/2010 |
| 73. | JAPAN | BASS ENHANCING CHAMBER AND DESIGN | 1121448 | 3/30/2012 |
| 74. | MEXICO | MUNITIO | 1362071 | 4/22/2013 |
| 75. | MEXICO | MUNITIO | 1348231 | 2/14/2013 |
| 76. | MEXICO | MUNITIO | 1306188 | 8/23/2012 |

| | Jurisdiction | Trademark | Application/ Registration No. | Application/ Registration Date |
|-----|--------------|--------------------------------------|----------------------------------|-----------------------------------|
| 77. | MEXICO | MUNITIO (STYLIZED) | 1361251 | 4/17/2013 |
| 78. | MEXICO | MUNITIO (STYLIZED) | 1342107 | 1/14/2013 |
| 79. | MEXICO | MUNITIO (STYLIZED) | 1307382 | 8/28/2012 |
| 80. | MEXICO | [M]IC CONTROL | 1356740 | 3/22/2013 |
| 81. | MEXICO | BASS ENHANCING CHAMBER AND DESIGN | 1360063 | 4/10/2013 |
| 82. | MEXICO | SILICONEHOLLOWPOINTS AND DESIGN | 1373194 | 6/4/2013 |
| 83. | PANAMA | MUNITIO | 210567 | 3/30/2012 |
| 84. | PANAMA | MUNITIO | 210569 | 3/30/2012 |
| 85. | PANAMA | MUNITIO | 210571 | 3/30/2012 |
| 86. | PANAMA | MUNITIO (STYLIZED) | 210572 | 3/30/2012 |
| 87. | PANAMA | MUNITIO (STYLIZED) | 210575 | 3/30/2012 |
| 88. | PANAMA | MUNITIO (STYLIZED) | 210576 | 3/30/2012 |
| 89. | MEXICO | A LOGO | 1304901 (Application No.) | 8/31/2012 |
| 90. | MEXICO | A LOGO | 1304902 (Application No.) | 8/31/2012 |

SCHEDULE C

U.S. COPYRIGHTS

| | Title of Work | Registration Number | Registration Date |
|----|--|---------------------|-------------------|
| 1. | Hear me out! | VA0001146177 | June 19, 2002 |
| 2. | Hear me out! Category card | VA0001144965 | June 19, 2002 |
| 3. | Hear me out draw card | VA0001144967 | June 19, 2002 |
| 4. | Hear me out game piece | VA0001144966 | June 19, 2002 |
| 5. | Hear me out scoring meter | VA0001144968 | June 19, 2002 |
| 6. | Hear me out! : the game that's more than a game! | VA0001146178 | June 19, 2002 |
| 7. | Hear me out rules. Hear me out! : the game that's more than a game | TX0005619874 | June 19, 2002 |

SCHEDULE D

DOMAIN NAMES

| | Domain Name |
|-----|------------------------------|
| 1. | APURPLEROCK.ORG |
| 2. | APURPLEROCK.XXX |
| 3. | ATTOLYMPICCOLLECTION.COM |
| 4. | ATTSPORTSTORE.COM |
| 5. | AUTHENTICPERIOD.COM |
| 6. | AUTHENTICPERIOD.NET |
| 7. | AUTHENTICPERIOD.ORG |
| 8. | BABOOSKHAH.COM |
| 9. | BABOOSKHAH.ORG |
| 10. | BANKOFAMERICACANADASTORE.COM |
| 11. | BANKOFAMERICASTORECANADA.COM |
| 12. | BDA-CHINA.COM |
| 13. | BDA-SPORTS.COM |
| 14. | BDACONTESTS.COM |
| 15. | BDADELLSIGNAGE.COM |
| 16. | BDAELEMENTS.COM |
| 17. | BDAGAMER.COM |
| 18. | BDAGAMER.NET |
| 19. | BDAIDEATIONSTATION.COM |
| 20. | BDAINC.COM |
| 21. | BDAIT.NET |
| 22. | BDAORDERINTEL.COM |
| 23. | BDAORDERINTEL.ORG |
| 24. | BDAPOWERA.COM |
| 25. | BDARESOURCECENTER.COM |
| 26. | BDASPORTSMARKETING.COM |
| 27. | BDASPORTSMARKETING.NET |
| 28. | BDASPORTSMARKETING.ORG |
| 29. | BDASUPPLIERALLIANCE.COM |
| 30. | BDATEST43.COM |
| 31. | BDPOWEROFA.COM |
| 32. | BECHTELSTORE.COM |
| 33. | BGCAESTORE.COM |
| 34. | BGCAESTORE.ORG |
| 35. | BPMERCHANDISESTORE.COM |
| 36. | BRINGINGYOURBRANDTOLIFE.COM |
| 37. | BRINGINGYOURBRANDTOLIFE.NET |
| 38. | BRINGINGYOURBRANDTOLIFE.ORG |
| 39. | BUYPOWERA.COM |

| | Domain Name |
|-----|---------------------------------|
| 40. | CONTROLLERGLOVE.BIZ |
| 41. | CONTROLLERGLOVE.COM |
| 42. | CONTROLLERGLOVE.NET |
| 43. | CONTROLLERGLOVE.ORG |
| 44. | CONTROLLERGLOVE.US |
| 45. | DEUTSCHONBRAND.COM |
| 46. | DEUTSCHONBRAND.INFO |
| 47. | DEUTSCHONBRAND.NET |
| 48. | DEUTSCHONBRAND.ORG |
| 49. | FORDCOLLECTIONCANADA.COM |
| 50. | FUELUPTOPLA Y60STORE.COM |
| 51. | GALLOICEBUCKET.COM |
| 52. | GAMEONANYWHERE.COM |
| 53. | GETPOWERA.COM |
| 54. | HRBSTORE.COM |
| 55. | IPHONEUNIVERSALREMOTE.NET |
| 56. | IPODUNIVERSALREMOTE.COM |
| 57. | IPODUNIVERSALREMOTE.NET |
| 58. | IPOWERA.COM |
| 59. | IPOWERA.NET |
| 60. | JAYDEUTSCH.COM |
| 61. | JAYDEUTSCH.INFO |
| 62. | JAYDEUTSCH.NET |
| 63. | JAYDEUTSCH.ORG |
| 64. | LICENSEDPOWERA.COM |
| 65. | LOWESZONESTORE.COM |
| 66. | MAKINGYOURBRANDANEXPERIENCE.COM |
| 67. | MAKINGYOURBRANDANEXPERIENCE.NET |
| 68. | MAKINGYOURBRANDANEXPERIENCE.ORG |
| 69. | MERCHAGENCY.BIZ |
| 70. | MERCHAGENCY.COM |
| 71. | MERCHAGENCY.NET |
| 72. | MERCHAGENCY.ORG |
| 73. | MERCHAGENCY.US |
| 74. | MERCHANDISEAGENCY.COM |
| 75. | MERCHANDISEAGENCY.ORG |
| 76. | MERCHANDISEAGENCY.US |
| 77. | MERCHANDISEPARTNERS.INFO |
| 78. | MERCHANDISEPARTNERS.TV |
| 79. | MOGA.MOB! |
| 80. | MOGA.US.COM |
| 81. | MOGAANYWHERE.COM |

| | Domain Name |
|------|----------------------------------|
| 82. | MOGAGAMES.COM |
| 83. | MOGAGAMES.INFO |
| 84. | MOGAGAMES.NET |
| 85. | MOGAGAMES.ORG |
| 86. | MOGANYWHERE.COM |
| 87. | MOGAPLAY.COM |
| 88. | NFLALUMNIGEAR.COM |
| 89. | NFLSHIELDSTORE.COM |
| 90. | OFFICIALPOWERA.COM |
| 91. | OFFICIALPOWERASITE.COM |
| 92. | POWERA.COM |
| 93. | POWERAACCESSORIES.COM |
| 94. | POWERABDA.COM |
| 95. | POWERACONTESTS.COM |
| 96. | POWERAGAMES.COM |
| 97. | POWERAGAMING.COM |
| 98. | POWERAGEAR.COM |
| 99. | POWERAONLINE.COM |
| 100. | POWERASHOP.COM |
| 101. | POWERASITE.COM |
| 102. | POWERASTORE.COM |
| 103. | POWERASTORE.NET |
| 104. | POWERAUNIVERSALREMOTE.COM |
| 105. | POWERAUNIVERSALREMOTE.NET |
| 106. | POWERSURFACECHARGER.COM |
| 107. | POWERSURFACECHARGER.NET |
| 108. | POWERSURFACECHARGER.ORG |
| 109. | PREFERREDPARTNERPREMIER.COM |
| 110. | QCALLIANCE.NET |
| 111. | QUALITYCERTIFICATIONALLIANCE.COM |
| 112. | QUALITYCERTIFICATIONALLIANCE.NET |
| 113. | QUALITYCERTIFICATIONALLIANCE.ORG |
| 114. | RUNINTOIT.COM |
| 115. | RUNINTOIT.XXX |
| 116. | SHOPMUNITIO.COM |
| 117. | SHOPPOWERA.COM |
| 118. | SMWESHOP.COM |
| 119. | STUDIOBDA.COM |
| 120. | SWITCHNCARRY.COM |
| 121. | SWITCHNCARRY.NET |
| 122. | SWITCHNCARRY.ORG |
| 123. | TESTBDASITES.COM |

| | Domain Name |
|------|---------------------------------|
| 124. | THEHEBCOMPANYSTORE.COM |
| 125. | THEMERCHANTISEAGENCY.COM |
| 126. | THEMERCHANTISEAGENCY.NET |
| 127. | THEMERCHANTISEAGENCY.ORG |
| 128. | THEMERCHANTISEAGENCY.US |
| 129. | THENFLREDZONE.COM |
| 130. | THENFLSHIELDSTORE.COM |
| 131. | THEPOWERA.COM |
| 132. | TOTHEPOWEROF A.COM |
| 133. | TOTHEPOWEROF A.NET |
| 134. | TOTHEPOWEROF A.ORG |
| 135. | TOY-SITE.COM |
| 136. | UNIVERSALREMOTECASE.COM |
| 137. | UNIVERSALREMOTECASE.NET |
| 138. | WEMAKEYOURBRANDANEXPERIENCE.COM |
| 139. | WEMAKEYOURBRANDANEXPERIENCE.NET |
| 140. | WEMAKEYOURBRANDANEXPERIENCE.ORG |
| 141. | WIIMOVEU.BIZ |
| 142. | WIIMOVEU.COM |
| 143. | WIIMOVEU.NET |
| 144. | WIIMOVEU.ORG |
| 145. | WIIMOVEU.US |
| 146. | YOURMERCHANTISEAGENCY.COM |
| 147. | YOURMERCHANTISEAGENCY.NET |
| 148. | YOURMERCHANTISEAGENCY.ORG |
| 149. | YOURMERCHANTISEAGENCY.US |
| 150. | YV6DW.COM |
| 151. | AMPLIFYYOUEXPERIENCE.XXX |
| 152. | BDAINC.XXX |
| 153. | BDASITES.XXX |
| 154. | CLASSICACTIVATIONS.COM |
| 155. | CONTROLLERGLOVE.XXX |
| 156. | GAMEONMOGA.COM |
| 157. | JAYDEUTSCH.XXX |
| 158. | LINCOLNCOLLECTION.XXX |
| 159. | MGAMSWAG.COM |
| 160. | MINIREMOTE.XXX |
| 161. | MOGAACE.BIZ |
| 162. | MOGAACE.COM |
| 163. | MOGAACE.NET |
| 164. | MOGAACE.ORG |
| 165. | MOGAANYWHERE.CO.UK |

| | Domain Name |
|------|--------------------|
| 166. | MOGAANYWHERE.FR |
| 167. | MOGAANYWHERE.XXX |
| 168. | MOGABOOST.CO |
| 169. | MOGABOOST.COM |
| 170. | MOGABOOST.INFO |
| 171. | MOGABOOST.NET |
| 172. | MOGACONTROLLER.COM |
| 173. | MOGAEVERYWHERE.BIZ |
| 174. | MOGAEVERYWHERE.COM |
| 175. | MOGAEVERYWHERE.NET |
| 176. | MOGAEVERYWHERE.ORG |
| 177. | MOGAGAMING.COM |
| 178. | MOGAHERO.BIZ |
| 179. | MOGAHERO.COM |
| 180. | MOGAHERO.NET |
| 181. | MOGAHERO.ORG |
| 182. | MOGAHEROPOWER.BIZ |
| 183. | MOGAHEROPOWER.COM |
| 184. | MOGAHEROPOWER.NET |
| 185. | MOGAHEROPOWER.ORG |
| 186. | MOGAIOS.BIZ |
| 187. | MOGAIOS.COM |
| 188. | MOGAIOS.NET |
| 189. | MOGAIOS.ORG |
| 190. | MOGANYWHERE.CO.UK |
| 191. | MOGANYWHERE.FR |
| 192. | MOGANYWHERE.XXX |
| 193. | MOGAPROPOWER.BIZ |
| 194. | MOGAPROPOWER.COM |
| 195. | MOGAPROPOWER.NET |
| 196. | MOGAPROPOWER.ORG |
| 197. | MOGAREVOLUTION.COM |
| 198. | MOGAUNIVERSE.COM |
| 199. | MOGAWORLD.COM |
| 200. | MOGAWPS.BIZ |
| 201. | MOGAWPS.COM |
| 202. | MOGAWPS.NET |
| 203. | MOGAWP8.ORG |
| 204. | MPIDEACENTER.COM |
| 205. | MUNITIO.ME |
| 206. | NFLSHIELDSTORE.XXX |
| 207. | PLAYMOGA.COM |

| | Domain Name |
|------|-----------------------------|
| 208. | POWERA.XXX |
| 209. | POWERASTORE.XXX |
| 210. | PROPACKMINI.XXX |
| 211. | REFRESHINGPROMOS.COM |
| 212. | REFRESHTHEGLOBE.COM |
| 213. | ROCKINMYNINES.XXX |
| 214. | SILICONEHOLLOWPOINTS.XXX |
| 215. | TEKNINES.XXX |
| 216. | VERIZONBRANDEGEAR.COM |
| 217. | 9MMEARPHONES.COM |
| 218. | BALISTIKS.COM |
| 219. | BDACARES.ORG |
| 220. | BDACARES.XXX |
| 221. | BDAFAMILYFOUNDATION.ORG |
| 222. | BDASITES.COM |
| 223. | BRANDINGLOYALTY.COM |
| 224. | BRANDINGLOYALTY.XXX |
| 225. | BULLETBUDS.COM |
| 226. | BULLETBUDS.NET |
| 227. | BULLETBUDZ.COM |
| 228. | BULLETBUDZ.NET |
| 229. | BULLETEARPHONE.COM |
| 230. | BULLETHEADPHONES.COM |
| 231. | CORPORATEWEBSTORE.COM |
| 232. | CORPORATEWEBSTORE.NET |
| 233. | CORPORATEWEBSTORE.ORG |
| 234. | CUMMINSCATALOG.COM |
| 235. | CUMMINSFILTERATIONSTORE.COM |
| 236. | GESHOP.COM |
| 237. | MAKTENS.COM |
| 238. | MOGAPIVOT.COM |
| 239. | MOGAPIVOTAPP.COM |
| 240. | MOGATAKECONTROL.COM |
| 241. | MUNITIO.ASIA |
| 242. | MUNITIO.CA |
| 243. | MUNITIO.MOBI |
| 244. | ROCKINMYNINES.COM |
| 245. | SUSANSROCK.BIZ |
| 246. | SUSANSROCK.COM |
| 247. | SUSANSROCK.INFO |
| 248. | SUSANSROCK.NET |
| 249. | SUSANSROCK.ORG |

| | Domain Name |
|------|----------------------|
| 250. | SUSANSROCK.XXX |
| 251. | THEBDAFOUNDATION.ORG |

SCHEDULE E

LICENSES

Bensussen Deutsch & Associates, LLC has entered into certain agreements with vendors pursuant to which it was granted rights to use such vendor's intellectual property on the terms set forth therein, including:

1. License Agreement dated as of January 1, 2014, between Bensussen Deutsch & Associates, LLC and Constellation Marketing Services, Inc., as amended from time to time.
2. SCE Asia Peripheral & Accessory License Agreement dated as of November 1, 2013, between Bensussen Deutsch & Associates, LLC and Sony Computer Entertainment Inc., as amended from time to time.
3. Merchandise License Agreement dated as of August 1, 2013, between Bensussen Deutsch & Associates, LLC and Cooperatie Activision Blizzard International U.A., as amended from time to time.
4. Merchandise License Agreement dated as of April 12, 2013, between Bensussen Deutsch & Associates, LLC and Activision Publishing, Inc., as amended from time to time.
5. Global Services Agreement dated as of January 1, 2012, between Bensussen Deutsch & Associates, LLC and Bank of America, N.A., as amended from time to time.
6. Merchandise Master Agreement dated as of August 3, 2011, between Bensussen Deutsch & Associates, LLC and Activision Blizzard International U.A., as amended from time to time.
7. Licensing and Merchandising Agreement dated as of June 1, 2011, between Bensussen Deutsch & Associates, LLC and Home Depot U.S.A., Inc., as amended from time to time.
8. Confidential Non-Exclusive License Agreement for Nintendo Product Accessories dated as of January 1, 2011, between Bensussen Deutsch & Associates, LLC and Nintendo of America Inc., as amended from time to time.
9. Microsoft Corporation Xbox 360 Development Kit (Peripherals) License dated as of December 8, 2010, between Bensussen Deutsch & Associates, LLC and Microsoft Corporation, as amended from time to time.
10. Trademark License Agreement dated as of January 1, 2010, between Bensussen Deutsch & Associates, LLC and PACCAR Inc., as amended from time to time.
11. Trademark License Agreement dated as of March 11, 2009, between Bensussen Deutsch & Associates, LLC and FedEx Corporate Services, Inc., as amended from time to time.
12. Caterpillar Trademark Merchandise License Agreement dated as of November 4,

2008, between Bensussen Deutsch & Associates, LLC and Caterpillar Inc., as amended from time to time.

13. Merchandise License Agreement dated as of July 1, 2008, between Bensussen Deutsch & Associates, LLC and Nintendo of America Inc., as amended from time to time.
14. License Agreement dated as of April 14, 2014, between Borrower and Disney Consumer Products Inc., as amended from time to time.
15. License Agreement dated as of February 6, 2014, between Borrower and Ford Motor Company, as amended from time to time.
16. Master Service Agreement dated as of December 22, 2010, between Borrower and Government Employees Insurance Company (GEICO), as amended from time to time.
17. Supply Agreement dated as of January 1, 2010, between Bensussen Deutsch & Associates, LLC and General Electric Company, as amended from time to time.
18. Standard Procurement Agreement dated as of January 1, 2011, between Bensussen Deutsch & Associates, LLC and Kellogg North America, as amended from time to time.
19. Licensee Agreement dated as of October 22, 2009, between Bensussen Deutsch & Associates, LLC and NFL Properties LLC, as amended from time to time.
20. Standard Procurement Agreement dated as of June 25, 2013, between Bensussen Deutsch & Associates, LLC and Starbucks, as amended from time to time.
21. Master Services Agreement dated as of April 30, 2009, between Bensussen Deutsch & Associates, LLC and Unilever, as amended from time to time.
22. Master Services Agreement dated as of July 23, 2015, between Bensussen Deutsch & Associates, LLC and The Boys and Girls Club of America, as amended from time to time.
23. Master E-Commerce and Merchandise Services Agreement dated as of September 1, 2014, between Bensussen Deutsch & Associates, LLC and NBCUniversal Media, LLC, as amended from time to time.
24. Master Services Agreement dated as of June 8, 2015, between Bensussen Deutsch & Associates, LLC and BP Products North America Inc., as amended from time to time.

In addition to the agreements listed above, Bensussen Deutsch & Associates, LLC has entered into various other contracts with other customers whereby such customer granted to Bensussen Deutsch & Associates, LLC a non-exclusive license to use such customer's intellectual property. Each of these other contracts have generated less than \$3,000,000 annually in revenue.