

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM627724

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Halo2Cloud, LLC		02/22/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Lynx Holdings V, LLC		
Street Address:	2229 San Felipe St., Suite 1300		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77019		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 52			
Property Type	Number	Word Mark	
Registration Number:	4244626	H	
Registration Number:	4431808	HALO2CLOUD.COM	
Registration Number:	4432534	HALO HALO2CLOUD.COM	
Registration Number:	4439702	CHARGE IT CHARGE ME	
Registration Number:	4440324	HALO POCKET POWER STARLIGHT	
Registration Number:	4440325	STARLIGHT	
Registration Number:	4584746	HALO 2CLOUD	
Registration Number:	4635273	HALO	
Registration Number:	4635274	HALO	
Registration Number:	4659614	GLOW	
Registration Number:	4663209	GLOW HALO LIMITED EDITION	
Registration Number:	4663822	HALO2CLOUD.COM	
Registration Number:	4666757	GLOW HALO LIMITED EDITION	
Registration Number:	4684286	HALO HALO2CLOUD.COM	
Registration Number:	4706064	HALO	
Registration Number:	4706065	HALO	
Registration Number:	4714570	HALO	
Registration Number:	4714571	HALO	
Registration Number:	4768015	H	
TRADEMARK			

CH \$1315.00 4244626

Property Type	Number	Word Mark
Registration Number:	4804249	GLOW
Registration Number:	4824907	HALO POCKET POWER
Registration Number:	4824908	HALO POCKET POWER
Registration Number:	4824909	HALO POCKET POWER
Registration Number:	4887527	MAGIC SCANNER
Registration Number:	4887535	HALO MAGIC SCANNER
Registration Number:	5030331	HALOGUARD
Registration Number:	5139650	POWER WALLET
Registration Number:	5195411	H
Registration Number:	5195446	HALO GUARD H2O
Registration Number:	5195448	HALO GUARD DROP SAFE
Registration Number:	5203764	HALO BOLT ACDC
Registration Number:	5203766	HALO BOLT ACDC
Registration Number:	5203812	HALO GUARD RFID
Registration Number:	5203813	RFID
Registration Number:	5203816	HALO GUARD TECH MESH
Registration Number:	5203820	
Registration Number:	5217065	
Registration Number:	5289123	HALO
Registration Number:	5289124	HALO
Registration Number:	5320759	
Registration Number:	5337781	HALO BOLT
Registration Number:	5426324	HALO MAGIC POWER CUBE
Registration Number:	5426325	MAGIC POWER CUBE
Registration Number:	5501731	HALO
Registration Number:	5501737	HALO WIRELESS
Registration Number:	5502424	POWERGLOW
Registration Number:	5614221	HALO
Registration Number:	5614222	HALO
Serial Number:	86271358	POWERED BY HALO
Serial Number:	86980849	POWERED BY HALO
Serial Number:	86412019	POWER IT FORWARD
Serial Number:	87687881	POWERGLOW

CORRESPONDENCE DATA

Fax Number: 8883259172

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: 6172390567

Email: carla.hines@lockelord.com
Correspondent Name: Carla Hines
Address Line 1: 111 Huntington Avenue
Address Line 2: Locke Lord LLP
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER: 0030032.00001

NAME OF SUBMITTER: Carla Hines

SIGNATURE: /s/ Carla Hines

DATE SIGNED: 02/23/2021

Total Attachments: 24

source=Lynx Halo2Cloud IP Security Ag#page1.tif
source=Lynx Halo2Cloud IP Security Ag#page2.tif
source=Lynx Halo2Cloud IP Security Ag#page3.tif
source=Lynx Halo2Cloud IP Security Ag#page4.tif
source=Lynx Halo2Cloud IP Security Ag#page5.tif
source=Lynx Halo2Cloud IP Security Ag#page6.tif
source=Lynx Halo2Cloud IP Security Ag#page7.tif
source=Lynx Halo2Cloud IP Security Ag#page8.tif
source=Lynx Halo2Cloud IP Security Ag#page9.tif
source=Lynx Halo2Cloud IP Security Ag#page10.tif
source=Lynx Halo2Cloud IP Security Ag#page11.tif
source=Lynx Halo2Cloud IP Security Ag#page12.tif
source=Lynx Halo2Cloud IP Security Ag#page13.tif
source=Lynx Halo2Cloud IP Security Ag#page14.tif
source=Lynx Halo2Cloud IP Security Ag#page15.tif
source=Lynx Halo2Cloud IP Security Ag#page16.tif
source=Lynx Halo2Cloud IP Security Ag#page17.tif
source=Lynx Halo2Cloud IP Security Ag#page18.tif
source=Lynx Halo2Cloud IP Security Ag#page19.tif
source=Lynx Halo2Cloud IP Security Ag#page20.tif
source=Lynx Halo2Cloud IP Security Ag#page21.tif
source=Lynx Halo2Cloud IP Security Ag#page22.tif
source=Lynx Halo2Cloud IP Security Ag#page23.tif
source=Lynx Halo2Cloud IP Security Ag#page24.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Subsidiary)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this “Agreement”) is made effective as of the 22nd day of February, 2021 by HALO2CLOUD, LLC, a Delaware limited liability company (the “Pledgor”), in favor of LYNX HOLDINGS V, LLC, a Texas limited liability company, as the administrative agent under the Credit Agreements, as hereinafter defined (the “Administrative Agent”), for the benefit of the Administrative Agent and the Lenders, as hereinafter defined.

1. Recitals.

Zephyr Merger Sub, Inc., a Delaware corporation, which, immediately following the consummation of the Zagg Acquisition (as defined in the Senior Term Loan Credit Agreement, as hereinafter defined) will merge with and into ZAGG Inc, a Delaware corporation (together with its successors and assigns, “Zagg”), is entering into that certain Term Loan and Security Agreement, dated as of the date hereof, with the lenders from time to time party thereto (together with their respective successors and assigns, collectively, the “Senior Term Loan Lenders” and, individually, each a “Senior Term Loan Lender”) and the Administrative Agent (as the same may from time to time be amended, restated or otherwise modified, the “Senior Term Loan Credit Agreement”). The Pledgor desires that the Senior Term Loan Lenders grant to the Zagg the financial accommodations as described in the Credit Agreement.

The Pledgor is entering into that certain Springing Guaranty of Payment, dated as of the date hereof, in favor of the Administrative Agent for the benefit of the Holdings Term Loan Lenders (as the same may from time to time be amended, restated or otherwise modified, the “Springing Guaranty of Payment”) in connection with that certain Term Loan and Security Agreement, dated as of the date hereof, among Zephyr Holdings, Inc., a Delaware corporation (“Holdings” and together with Zagg, the “Borrowers”), the lenders from time to time party thereto (together with their respective successors and assigns, collectively, the “Holdings Term Loan Lenders” and, individually, each a “Holdings Term Loan Lender” and together with the Senior Term Loan Lenders, collectively, the “Lenders” and, individually, each a “Lender”), and the Administrative Agent (as the same may from time to time be amended restated or otherwise modified, the “Holdings Term Loan Credit Agreement” and together with the Senior Term Loan Credit Agreement, the “Credit Agreements”). The Pledgor desires that the Holdings Term Loan Lenders grant to Holdings the financial accommodations as described in the Holdings Term Loan Credit Agreement.

The Pledgor, a subsidiary of the Borrowers whose financing is provided by the Loans (as defined in the Credit Agreement), deems it to be in the direct pecuniary and business interests of the Pledgor that the Borrowers obtain from the Lenders the Loans provided for in the Credit Agreement.

The Pledgor understands that the Lenders are willing to enter into the Credit Agreements and grant the financial accommodations provided for in the Credit Agreements only upon certain terms and conditions, one of which is that the Pledgor grant to the Administrative Agent, for the benefit of the Lenders, a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of the Lenders entering into the Credit Agreements and each financial accommodation granted to the Borrowers by the Lenders, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. **Definitions.** Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Senior Term Loan Credit Agreement shall have their respective meanings ascribed to them in the Senior Term Loan Credit Agreement, and (b) unless otherwise defined in the Senior Term Loan Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

“Assignment” means an Assignment in the form of Exhibit A attached hereto.

“Collateral” means, collectively, all of the Pledgor’s existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, rights in trade dress, publicity, works of authorship and other unregistered copyrightable material, improvements, and proprietary and confidential information, including, without limitation, personal, financial, and other sensitive data, plans, know-how, processes, formulae, algorithms and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) general intangibles and all intangible intellectual or similar property of the Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not the Administrative Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing.

“Event of Default” means an event or condition that constitutes an Event of Default, as defined in Section 9.1 hereof.

“Proceeds” means (a) proceeds, as that term is defined in the U.C.C., and any other proceeds, and (b) whatever is received upon the sale, exchange, collection, or other disposition of Collateral or proceeds, whether cash or non-cash. Cash proceeds include, without limitation, moneys, checks, and Deposit Accounts. Proceeds include, without limitation, any Account

arising when the right to payment is earned under a contract right, any insurance payable by reason of loss or damage to the Collateral, and any return or unearned premium upon any cancellation of insurance.

“Secured Obligations” means the “Obligations” as defined in the Senior Term Loan Credit Agreement; provided, that, upon the occurrence of a Springing Collateral Event, the “Secured Obligations” shall also include the “Obligations” as defined in the Springing Guaranty of Payment.

“USCO” means the United States Copyright Office in Washington, D.C.

“USPTO” means the United States Patent and Trademark Office in Alexandria, Virginia.

3. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Secured Obligations, the Pledgor hereby agrees that the Administrative Agent shall at all times have, and hereby grants to the Administrative Agent, for the benefit of the Lenders, a security interest in all of the Collateral, including (without limitation) all of the Pledgor’s future Collateral, irrespective of any lack of knowledge by the Administrative Agent or the Lenders of the creation or acquisition thereof.

4. Intercreditor Agreement. The exercise of any right or remedy by the Administrative Agent hereunder is subject to the provisions of that certain Intercreditor and Subordination Agreement, dated as of the date hereof, among the Administrative Agent, acting in each of the capacities of Obligor Term Agent and Holdings Term Agent (as each is defined therein), the ABL Agent, and the other obligors signatory thereto (as the same may from time to time be amended, restated or otherwise modified).

5. Representations and Warranties. The Pledgor hereby represents and warrants to the Administrative Agent and each Lender as follows:

5.1. The Pledgor owns all of the Collateral and, whether the same are registered or unregistered, and no such Collateral has been adjudged invalid or unenforceable.

5.2. The Collateral is valid and enforceable.

5.3. The Pledgor has no knowledge of any material claim that the use of any of the Collateral does or may violate the rights of any Person.

5.4. Except for liens expressly permitted pursuant to Section 5.9 of the Senior Term Loan Credit Agreement, the Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Pledgor not to sue third Persons.

5.5. The Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

5.6. The Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a material adverse effect on the Pledgor.

6. Further Assignment Prohibited. The Pledgor shall not enter into any agreement that is inconsistent with the Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral, without the Administrative Agent's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

7. Right to Inspect. The Pledgor hereby grants to the Administrative Agent, for the benefit of the Lenders, and its employees and agents the right, upon prior reasonable notice to Pledgor and during regular business hours, to visit any location of the Pledgor or, if applicable, any other location, and to inspect the products and quality control records relating thereto at the Pledgor's expense, except that no such notice shall be required upon the occurrence of an Event of Default.

8. Standard Patent and Trademark Use. The Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. The Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. The Pledgor shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and ™ where appropriate.

9. Events of Default and Remedies.

9.1. The occurrence of an Event of Default, as defined in any Credit Agreement, shall constitute an Event of Default.

9.2. The Administrative Agent, for the benefit of the Lenders, shall at all times have the rights and remedies of a secured party under the U.C.C. as in effect from time to time, in addition to the rights and remedies of a secured party provided elsewhere within this Agreement, any Note or any other Loan Document, or otherwise provided in law or equity.

9.3. The Pledgor expressly acknowledges that the Administrative Agent, on behalf of the Lenders, shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, the Pledgor shall execute and deliver to the Administrative Agent the Assignment, which Assignment shall have no force and effect and shall be held by the Administrative Agent in escrow until the occurrence of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of the Administrative Agent in the form reflected on the face of the Assignment and the Administrative Agent may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate.

9.4. If an Event of Default shall occur, the Pledgor irrevocably authorizes and empowers the Administrative Agent, on behalf of the Lenders, to terminate the Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to the Pledgor or any other Person or property, all of which the Pledgor hereby waives, and upon such terms and in such manner as the Administrative Agent may deem advisable, the Administrative Agent, on behalf of the Lenders, in its sole discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that the Pledgor may have therein, at any time, or from time to time. No prior notice need be given to the Pledgor or to any other Person in the case of any sale of Collateral that the Administrative Agent determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case the Administrative Agent shall give the Pledgor no fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. The Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, the Administrative Agent or any Lender may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights the Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, the Administrative Agent may apply the net proceeds of each such sale to or toward the payment of the Secured Obligations, whether or not then due, in such order and by such division as the Administrative Agent, in its sole discretion, may deem advisable. Any excess, to the extent permitted by law, shall be paid to the Pledgor, and the obligors on the Secured Obligations shall remain liable for any deficiency.

10. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. The Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that the Pledgor shall not be obligated to maintain any Collateral in the event the Pledgor determines, in the reasonable business judgment of the Pledgor, that the maintenance of such Collateral is no longer necessary in the Pledgor's business. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by the Administrative Agent and the Lenders in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, attorneys' fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Pledgor, upon demand by the Administrative Agent and, until so paid, shall be added to the principal amount of the Secured Obligations.

11. The Pledgor's Obligation to Prosecute. Except as otherwise agreed to by the Administrative Agent in writing, the Pledgor shall have the duty to prosecute diligently any patent, trademark, service mark or copyright application pending as of the date of this Agreement

or thereafter until the Secured Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by the Pledgor. The Pledgor shall not abandon any Collateral without the prior written consent of the Administrative Agent, unless such abandonment will not have a material adverse effect on the Pledgor or such abandonment is in connection with the abandonment of a product or product line.

12. Administrative Agent's Right to Enforce. The Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. The Administrative Agent, on behalf of the Lenders, shall have the right, but shall have no obligation, to join in any such action. The Pledgor shall promptly, upon demand, reimburse and indemnify the Administrative Agent and the Lenders for all damages, reasonable costs and expenses, including attorneys' fees, incurred by the Administrative Agent and the Lenders in connection with the provisions of this Section 12, in the event the Administrative Agent, on behalf of the Lenders, elects to join in any such action commenced by the Pledgor.

13. Power of Attorney. The Pledgor hereby authorizes and empowers the Administrative Agent, on behalf of the Lenders, to make, constitute and appoint any officer or agent of the Administrative Agent as the Administrative Agent may select, in its exclusive discretion, as the Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence of an Event of Default, the Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent, on behalf of the Lenders, to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for the Administrative Agent, on behalf of the Lenders, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill, to any Person or Persons. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

14. Administrative Agent's Right to Perform Obligations. If the Pledgor fails to comply with any of its obligations under this Agreement, the Administrative Agent, on behalf of the Lenders, may, but is not obligated to, do so in the name of the Pledgor or in the name of the Administrative Agent, on behalf of the Lenders, but at the Pledgor's expense, and the Pledgor hereby agrees to reimburse the Administrative Agent, upon request, in full for all expenses, including reasonable attorneys' fees, incurred by the Administrative Agent and the Lenders in protecting, defending and maintaining the Collateral.

15. Additional Documents. The Pledgor shall, upon written request of the Administrative Agent, enter into such additional documents or instruments as may be required by the Administrative Agent in order to effectuate, evidence or perfect the interest of the Administrative Agent and the Lenders in the Collateral, as evidenced by this Agreement.

16. New Collateral. If, before the Secured Obligations shall have been irrevocably paid in full and both Credit Agreements terminated, the Pledgor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and the Pledgor shall give the Administrative Agent prompt written notice thereof.

17. Modifications for New Collateral. The Pledgor hereby authorizes the Administrative Agent to modify this Agreement by amending Schedule 1 hereto to include any future Collateral as contemplated by Sections 1 and 16 hereof and, at the Administrative Agent's request, the Pledgor shall execute any documents or instruments required by the Administrative Agent in order to modify this Agreement as provided by this Section 17, provided that any such modification to Schedule 1 shall be effective without the signature of the Pledgor.

18. Maximum Liability of the Pledgor and Rights of Contribution. It is the desire and intent of the Pledgor, the Administrative Agent and the Lenders that this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. If and to the extent that the obligations of the Pledgor under this Agreement would, in the absence of this sentence, be adjudicated to be invalid or unenforceable because of any applicable state or federal law relating to fraudulent conveyances or transfers, then anything in this Agreement or any other Loan Document (as defined in the respective Credit Agreements) to the contrary notwithstanding, in no event shall the amount of the Secured Obligations secured by this Agreement by the Pledgor exceed the maximum amount that (after giving effect to the incurring of the obligations hereunder and to any rights to contribution of the Pledgor from other Affiliates of Borrower) would not render the rights to payment of the Administrative Agent and the Lenders hereunder void, voidable or avoidable under any applicable fraudulent transfer law. The Pledgor hereby agrees that, in connection with the payments made hereunder, the Pledgor shall have a right of contribution from other Credit Parties, as appropriate, in accordance with applicable law. Such contribution rights shall be waived until such time as the Secured Obligations have been irrevocably paid in full, and the Pledgor shall not exercise any such contribution rights until the Secured Obligations have been irrevocably paid in full.

19. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to the Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature pages of this Agreement, if to the Administrative Agent or any Lender, mailed or delivered to it, addressed to the address of the Administrative Agent or such Lender specified on the signature pages of any applicable Credit Agreement or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered (if received during normal business hours on a Business Day, such Business Day, otherwise the following Business Day) or two Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile or electronic communication, in each case of facsimile or electronic communication with telephonic confirmation of receipt. All notices pursuant to any of the provisions hereof shall not be effective until received.

20. No Waiver or Course of Dealing. No course of dealing between the Pledgor and the Administrative Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any such Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

21. Remedies Cumulative. Each right, power or privilege specified or referred to in this Agreement is in addition to any other rights, powers and privileges that the Administrative Agent or the Lenders may have or acquire by operation of law, by other contract or otherwise. Each right, power or privilege may be exercised by the Administrative Agent and the Lenders either independently or concurrently with other rights, powers and privileges and as often and in such order as the Administrative Agent and the Lenders may deem expedient. All of the rights and remedies of the Administrative Agent and the Lenders with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

22. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

23. Modifications. This Agreement may be amended or modified only by a writing signed by the Pledgor and the Administrative Agent. No waiver or consent granted by the Administrative Agent and the Lenders in respect of this Agreement shall be binding upon the Administrative Agent and the Lenders unless specifically granted in writing, which writing shall be strictly construed.

24. Assignment and Successors. This Agreement shall not be assigned by the Pledgor without the prior written consent of the Administrative Agent. This Agreement shall be binding upon the Pledgor and the successors and permitted assigns of the Pledgor, and shall inure to the benefit of and be enforceable and exercisable by the Administrative Agent on behalf of and for the benefit of the Administrative Agent and the Lenders and their respective successors and assigns. Any attempted assignment or transfer without the prior written consent of the Administrative Agent shall be null and void.

25. Entire Agreement. This Agreement integrates all of the terms and conditions with respect to the Collateral and supersedes all oral representations and negotiations and prior writings, if any, with respect to the subject matter hereof.

26. Headings; Execution. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement. This Agreement may be executed by facsimile or other electronic signature, which, when so executed and delivered, shall be deemed to be an original.

27. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of the Pledgor, the Administrative Agent and the Lenders hereunder shall be governed by and construed in accordance with New York law. The Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any New York state or federal court sitting in New York County, New York, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and the Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. The Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. The Pledgor agrees that a final, nonappealable judgment in any such action or proceeding in any state or federal court in the State of New York shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

[Remainder of page intentionally left blank.]

4824-0744-7002.3

JURY TRIAL WAIVER. THE PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE BORROWERS, THE PLEDGOR, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first set forth above.

Address: 910 West Legacy Center Drive
Suite 500
Midvale, Utah 84047
Attention: President and Secretary



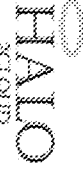
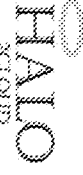
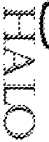
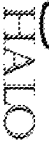


HALO2CLOUD, LLC
By: Zagg Hampton LLC, its Sole Member
By: ZAGG Inc, its Sole Member



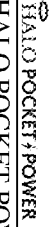
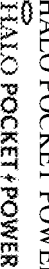





By:  _____
Chris Ahern
Chief Executive Officer








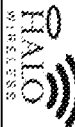

SCHEDULE 1

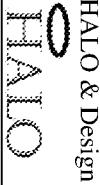



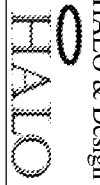

See attached.

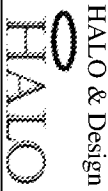


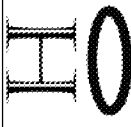
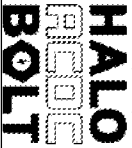
➤ Halo2 Cloud, LLC and Halo International SEZC Ltd.
Trademarks

No.	Country / Jurisdiction	Trademark	App. No.	Reg. No.	Status	Owner
1.	United States	H & Design 	85/459,319	4,244,626	Registered	Halo2Cloud LLC
2.	United States	HALO2CLOUD.COM	85/875,025	4,431,808	Registered	Halo2Cloud LLC
3.	United States	HALO & Cloud Design 	85/898,961	4,432,534	Registered	Halo2Cloud LLC
4.	United States	CHARGE IT CHARGE ME	85/898,912	4,439,702	Registered	Halo2Cloud LLC
5.	United States	HALO POCKET POWER STARLIGHT	85/956,072	4,440,324	Registered	Halo2Cloud LLC
6.	United States	STARLIGHT	85/956,095	4,440,325	Registered	Halo2Cloud LLC
7.	United States	HALO 2CLOUD & Design 	85/250,451	4,584,746	Registered	Halo2Cloud LLC
8.	United States	HALO 	85/980,730	4,635,273	Registered	Halo2Cloud LLC
9.	United States	HALO & Design 	85/980,731	4,635,274	Registered	Halo2Cloud LLC
10.	United States	GLOW & Design 	86/283,101	4,659,614	Registered	Halo2Cloud LLC
11.	United States	GLOW HALO LIMITED EDITION	86/283,204	4,663,209	Registered	Halo2Cloud LLC
12.	United States	HALO2CLOUD.COM	85/301,450	4,663,822	Registered	Halo2Cloud LLC
13.	United States	GLOW HALO LIMITED EDITION & Design	86/283,274	4,666,757	Registered	Halo2Cloud LLC
14.	United States	HALO & Cloud Design 	86/304,089	4,684,286	Registered	Halo2Cloud LLC
15.	United States	HALO	85/459,212	4,706,064	Registered	Halo2Cloud LLC
16.	United States	HALO & Design 	85/459,271	4,706,065	Registered	Halo2Cloud LLC

No.	Country / Jurisdiction	Trademark	App. No.	Reg. No.	Status	Owner
17.	United States	HALO	85/670,545	4,714,570	Registered	Halo2Cloud LLC
18.	United States	HALO & Design 	85/670,545	4,714,571	Registered	Halo2Cloud LLC
19.	United States	H & Design 	86/437,284	4,768,015	Registered	Halo2Cloud LLC
20.	United States	GLOW	86/975,148	4,804,249	Registered	Halo2Cloud LLC
21.	United States	HALO POCKET POWER & Design 	86/304,191	4,824,907	Registered	Halo2Cloud LLC
22.	United States	HALO POCKET POWER & Design 	86/304,230	4,824,908	Registered	Halo2Cloud LLC
23.	United States	HALO POCKET POWER & Design 	86/304,256	4,824,909	Registered	Halo2Cloud LLC
24.	United States	MAGIC SCANNER 	86/129,392	4,887,527	Registered	Halo2Cloud LLC
25.	United States	HALO MAGIC SCANNER	86/145,694	4,887,535	Registered	Halo2Cloud LLC
26.	United States	HALO GUARD	86/797,698	5,030,331	Registered	Halo2Cloud LLC
27.	United States	POWER WALLET	85/292,206	5,139,650	Registered	Halo2Cloud LLC
28.	United States	H & Design 	87/181,648	5,195,411	Registered	Halo2Cloud LLC
29.	United States	HALO GUARD H2O	87/182,813	5,195,446	Registered	Halo2Cloud LLC
30.	United States	HALO GUARD DROP SAFE	87/182,900	5,195,448	Registered	Halo2Cloud LLC
31.	United States	HALO BOLT ACDC	87/181,727	5,203,764	Registered	Halo2Cloud LLC
32.	United States	HALO BOLT ACDC & Design 	87/181,766	5,203,766	Registered	Halo2Cloud LLC
33.	United States	HALO GUARD RFID 	87/182,871	5,203,812	Registered	Halo2Cloud LLC
34.	United States	HALO GUARD RFID Icon	87/182,885	5,203,813	Registered	Halo2Cloud LLC

No.	Country / Jurisdiction	Trademark	App. No.	Reg. No.	Status	Owner
						
35.	United States	HALO GUARD TECH MESH	87/182,924	5,203,816	Registered	Halo2Cloud LLC
36.	United States	HALO GUARD TECH MESH Icon 	87/182,935	5,203,820	Registered	Halo2Cloud LLC
37.	United States	HALO GUARD H2O Icon 	87/182,830	5,217,065	Registered	Halo2Cloud LLC
38.	United States	HALO 	87/181,492	5,289,123	Registered	Halo2Cloud LLC
39.	United States	HALO & Design 	87/181,517	5,289,124	Registered	Halo2Cloud LLC
40.	United States	HALO GUARD DROP SAFE Icon 	87/182,914	5,320,759	Registered	Halo2Cloud LLC
41.	United States	HALO BOLT	86/412,530	5,337,781	Registered	Halo2Cloud LLC
42.	United States	HALO MAGIC POWER CUBE	87/476,488	5,426,324	Registered	Halo2Cloud LLC
43.	United States	MAGIC POWER CUBE	87/476,498	5,426,325	Registered	Halo2Cloud LLC
44.	United States	HALO & Wireless Design 	87/671,005	5,501,731	Registered	Halo2Cloud LLC
45.	United States	HALO WIRELESS & Wireless Design 	87/671,157	5,501,737	Registered	Halo2Cloud LLC
46.	United States	POWERGLOW	87/687,855	5,502,424	Registered	Halo2Cloud LLC
47.	United States	HALO	86/437,189	5,614,221	Registered	Halo2Cloud LLC
48.	United States	HALO & Design 	86/437,252	5,614,222	Registered	Halo2Cloud LLC
49.	United States	POWERED BY HALO	86/271,358		Pending	Halo2Cloud LLC

No.	Country / Jurisdiction	Trademark	App. No.	Reg. No.	Status	Owner
50.	United States	POWERED BY HALO	86/980,849		Pending	Halo2Cloud LLC
51.	United States	POWER IT FORWARD	86/412,019		Pending	Halo2Cloud LLC
52.	United States	POWERGLOW & Design POWERGLBW	87/687,881		Pending	Halo2Cloud LLC
53.	China	HALO & Design 		12278915	Registered	Halo2Cloud LLC
54.	China	HALO2CLOUD.COM		12278912	Registered	Halo2Cloud LLC
55.	China	HALO2CLOUD.COM		12278911	Registered	Halo2Cloud LLC
56.	China	HALO2CLOUD.COM		12278910	Registered	Halo2Cloud LLC
57.	China	海络 (Hai Luo)		12278909	Registered	Halo2Cloud LLC
58.	China	海络 (Hai Luo)		12278908	Registered	Halo2Cloud LLC
59.	China	海络 (Hai Luo)		12278907	Registered	Halo2Cloud LLC
60.	China	H & Design 		12293311	Registered	Halo2Cloud LLC
61.	China	H & Design 		12293310	Registered	Halo2Cloud LLC
62.	China	H & Design 		12293309	Registered	Halo2Cloud LLC
63.	China	TAKE CHARGE		12379705	Registered	Halo2Cloud LLC
64.	European Community	HALO		014290101	Registered	Halo2Cloud LLC
65.	European Community	HALO & Design 		014290084	Registered	Halo2Cloud LLC
66.	European Community	H & Design 		014289921	Registered	Halo2Cloud LLC

No.	Country / Jurisdiction	Trademark	App. No.	Reg. No.	Status	Owner
67.	Canada	HALO	1,733,988	TMA983,767	Registered	Halo2Cloud LLC
68.	Canada	HALO & Design 	1,733,991	TMA983,771	Registered	Halo2Cloud LLC
69.	Canada	H & Design 	1,733,993	TMA964,495	Registered	Halo2Cloud LLC
70.	Japan	HALO		6,130,331	Registered	Halo2Cloud LLC
71.	Japan	HALO & Design 		6,130,332	Registered	Halo2Cloud LLC
72.	Japan	H & Design 		6,066,277	Registered	Halo2Cloud LLC
73.	Japan	HALO BOLT ACDC & Design 		6,130,333	Registered	Halo2Cloud LLC

Patents

No.	Country / Jurisdiction	Title	App. No.	Reg. No.	Status	Owner
1.	United States	Accessory or Fashion Item that Charges Various Electronic Devices		8,884,583	Issued	Halo International SEZC Ltd.
2.	United States	Multi-Source Power Adapter		9,093,848	Issued	Halo2Cloud, LLC
3.	United States	Portable Power Charger with Rechargeable Flashlight		9,287,730	Issued	Halo2Cloud, LLC
4.	United States	Portable Power Charger with Wireless and Direct Charging Connectivity		9,318,915	Issued	Halo International SEZC Ltd.
5.	United States	Portable Power Charger with Power Input and Power Output Connection Interfaces		9,385,549	Issued	Halo International SEZC Ltd.
6.	United States	Decorative and Wearable Power Charger with Flashlight Feature		9,466,996	Issued	Halo2Cloud, LLC
7.	United States	Lightweight, Wallet-Sized Portable Power Charger Kit with Removable Charging Cable		9,595,840	Issued	Halo International SEZC Ltd.
8.	United States	Stand and Wireless Speaker System for Tablet Computing Devices		9,628,913	Issued	Halo2Cloud, LLC
9.	United States	Portable Charging Kit with Wireless and Direct Charging Connectivity		9,667,092	Issued	Halo International SEZC Ltd.
10.	United States	Portable Power Charger with Power Input and Power Output Connection Interfaces		9,793,750	Issued	Halo International SEZC Ltd.
11.	United States	Portable Power Charger with Wireless and Direct Charging Connectivity		9,812,892	Issued	Halo International SEZC Ltd.
12.	United States	Multi-Functional High Capacity Portable Power Charger		9,819,204	Issued	Halo International SEZC Ltd.
13.	United States	Portable Power Charger		9,893,543	Issued	Halo2Cloud, LLC
14.	United States	Power Charger with Charge Indicating Power Button		9,923,392	Issued	Halo2Cloud, LLC
15.	United States	Decorative Charger Cable Apparatus		9,954,380	Issued	Halo International SEZC Ltd.
16.	United States	Portable Power Charger with Two-Way Charging Interface		9,973,016	Issued	Halo2Cloud, LLC
17.	United States	Decorative and Wearable Power Charger with Flashlight Feature		10,044,206	Issued	Halo2Cloud, LLC
18.	United States	Portable Power Adapter with Detachable Battery Unit		10,050,453	Issued	Halo International SEZC Ltd.
19.	United States	Portable Power Charger Kit for Wirelessly Recharging Electronic Devices		10,063,086	Issued	Halo International SEZC Ltd.
20.	United States	Safety Circuit for Multi-Functional Portable Power Charger		10,075,000	Issued	Halo International SEZC Ltd.
21.	United States	Multi-Functional Portable Power Charger		10,135,271	Issued	Halo International SEZC Ltd.
22.	United States	Multi-Functional Portable Power Charger		10,141,755	Issued	Halo International SEZC Ltd.
23.	United States	Multi-Functional High Capacity Portable Power Charger		10,148,103	Issued	Halo International SEZC Ltd.
24.	United States	Portable Power Charger with Power Input and Power Output Connection Interfaces		10,218,213	Issued	Halo International SEZC Ltd.
25.	United States	Multi-Layered Functional Fabric and Articles		10,245,808	Issued	Halo International SEZC Ltd.
26.	United States	Multi-Functional External Attachment and safety Circuit for a Portable Power Charger		10,250,056	Issued	Halo International SEZC Ltd.
27.	United States	Portable Power Charger with Rechargeable Flashlight		10,283,991	Issued	Halo2Cloud, LLC

TRADEMARK

No.	Country / Jurisdiction	Title	App. No.	Reg. No.	Status	Owner
28.	United States	Portable Power Adapter with Detachable Battery Unit		10,320,210	Issued	Halo International SEZC Ltd.
29.	United States	Car Charger and Cradle with Wireless Charging Connectivity for Hand-Held Electronic Devices		10,389,160	Issued	Halo International SEZC Ltd.
30.	United States	Attachable Portable Power Charger with Wireless and Direct Charging Connectivity		10,418,839	Issued	Halo International SEZC Ltd.
31.	United States	Battery-Operated LED Light Bulb and Method for Operation Therefor		10,443,792	Issued	Halo International SEZC Ltd.
32.	United States	Decorative and Portable Power Charger with Motion Light		10,447,050	Issued	Halo2Cloud, LLC
33.	United States	Decorative Portable Power Charger		10,483,774	Issued	Halo International SEZC Ltd.
34.	United States	Decorative and Portable Power Charger with Motion Light		10,536,012	Issued	Halo2Cloud, LLC
35.	United States	Lightweight, Wallet-Sized Portable Power Charger Kit with Removable Charging Cables		10,581,257	Issued	Halo International SEZC Ltd.
36.	United States	Attachable Portable Power Charger with Wireless and Direct Charging Connectivity		10,615,552	Issued	Halo International SEZC Ltd.
37.	United States	Multi-Functional Portable Power Charger		10,693,303	Issued	Halo International SEZC Ltd.
38.	United States	Portable Power Charger with Power Input and Power Output Connection Interference		10,707,694	Issued	Halo International SEZC Ltd.
39.	United States	Safety Circuit for Multi-Function Portable Power Charger	15/999,394		Allowed	Halo International SEZC Ltd.
40.	United States	Compact Portable Battery Charger	13/833,838		Pending	Halo2Cloud, LLC
41.	United States	Accessory or Fashion Item that Charges Various Electronic Devices	15/590,237		Pending	Halo International SEZC Ltd.
42.	United States	Portable Power Charger with Wireless and Direct Charging Connectivity	15/725,385		Pending	Halo International SEZC Ltd.
43.	United States	Fold-Flat Car Charger Adapter	16/737,077		Pending	Halo2Cloud, LLC ¹
44.	United States	Detachable Portable Power Charger with Alignment System for Wireless	16/829,806		Pending	Halo International SEZC Ltd.
45.	United States	Multi-Functional Portable Power Charger	16/909,822		Pending	Halo International SEZC Ltd.
46.	United States	Combination Portable Car Battery Charger and Air Compressor	17/060,722		Pending	Garold C. Miller N. Daniel Weinstein
47.	China	Safety Circuit for Multi-Functional Portable Power Charger		CN106532796 B	Issued	Halo International SEZC Ltd.
48.	China	Multi-Functional High Capacity Portable Power Charger	2020/1107 4599,5		Filed	Halo International SEZC Ltd.
49.	China	Safety Circuit for Multi-Functional Portable Power Charger	201610888 158,6		Filed	Halo International SEZC Ltd.
50.	United States	Portable Power Charger		D695,216	Issued	Halo2Cloud, LLC
51.	United States	Portable Power Charger		D697,867	Issued	Halo2Cloud, LLC
52.	United States	Compact Portable Battery Charger		D708,131	Issued	Halo2Cloud, LLC

TRADEMARK

REEL: 007200 FRAME: 0227

¹ Inventor assignments in progress.

No.	Country / Jurisdiction	Title	App. No.	Reg. No.	Status	Owner
53.	United States	Portable Power Charger		D727.257	Issued	Halo2Cloud, LLC
54.	United States	Portable Power Charger		D727.258	Issued	Halo2Cloud, LLC
55.	United States	Portable Power Charger		D727.843	Issued	Halo2Cloud, LLC
56.	United States	Portable Power Charger		D727.844	Issued	Halo2Cloud, LLC
57.	United States	Portable Power Charger		D727.845	Issued	Halo2Cloud, LLC
58.	United States	Power Indicator for Portable Power Charger with Rechargeable Flashlight		D730.282	Issued	Halo2Cloud, LLC
59.	United States	Portable Power Charger with Rechargeable Flashlight		D735.661	Issued	Halo2Cloud, LLC
60.	United States	Portable Power Charger		D735.663	Issued	Halo2Cloud, LLC
61.	United States	Portable Power Charger		D742.311	Issued	Halo International SEZC Ltd.
62.	United States	Portable Power Charger with Flashlight		D744.946	Issued	Halo2Cloud, LLC
63.	United States	Portable Power Charger		D750.017	Issued	Halo2Cloud, LLC
64.	United States	Power Indicator for Portable Power Charger		D750.018	Issued	Halo2Cloud, LLC
65.	United States	Power Indicator for Portable Power Charger with Flashlight		D750.019	Issued	Halo2Cloud, LLC
66.	United States	Combined Wallet and Portable Power Charger		D751.816	Issued	Halo International SEZC Ltd.
67.	United States	Cable Connector Assembly		D753.060	Issued	Halo International SEZC Ltd.
68.	United States	Power Bank		D769.188	Issued	Halo International SEZC Ltd.
69.	United States	Car Charger and Cradle for Hand-Held Electronic Devices		D777.675	Issued	Halo International SEZC Ltd.
70.	United States	Portable Power Charger		D786.790	Issued	Halo International SEZC Ltd.
71.	United States	Combination Power Adapter and Detachable Battery		D786.792	Issued	Halo2Cloud, LLC
72.	United States	Portable Battery		D797.042	Issued	Halo2Cloud, LLC
73.	United States	Portable Power Charger with AC and DC Charging Capability		D797.044	Issued	Halo International SEZC Ltd.
74.	United States	Portable Power Charger with AC and DC Connection Ports		D797.663	Issued	Halo International SEZC Ltd.
75.	United States	Power Adapter		D807.825	Issued	Halo2Cloud, LLC
76.	United States	Combination Power Adapter and Detachable Battery		D807.826	Issued	Halo2Cloud, LLC
77.	United States	Power Adapter		D809.456	Issued	Halo2Cloud, LLC
78.	United States	Portable Battery Charger with Safety Features for Use in an Automobile		D833.975	Issued	Halo2Cloud, LLC
79.	United States	Car Charger and Mount for Hand-Held Electronic Devices		D838.246	Issued	Halo International SEZC Ltd.
80.	United States	Portable Power Charger with Adaptive AC Output Interface		D838.669	Issued	Halo International SEZC Ltd.
81.	United States	Portable Power Charger with Light-Up Feature		D839.189	Issued	Halo2Cloud, LLC
82.	United States	Car Charger and Mount for Hand-Held Electronic Devices		D840.409	Issued	Halo International SEZC Ltd.
83.	United States	Portable Power Charger with Magnetic Alignment System		D844.560	Issued	Halo International SEZC Ltd.
84.	United States	Portable Power Charger with Detachable Cable		D853.959	Issued	Halo International SEZC Ltd.
85.	United States	Portable Power Charger		D875.669	Issued	Halo International SEZC Ltd.
86.	United States	Attachment Chip for Facilitating Alignment of Devices for Wireless Charging		D877.124	Issued	Halo International SEZC Ltd.
87.	United States	Magnetic Attachment Chip		29/668.596		Halo International SEZC Ltd.
88.	United States	Portable Power Strip		29/669.116		Halo International SEZC Ltd.
89.	United States	Combination Portable Car Battery Charger and Air Compressor		29/685.204		Halo International SEZC Ltd.

TRADEMARK

REEL: 007200 FRAME: 0228

No.	Country / Jurisdiction	Title	App. No.	Reg. No.	Status	Owner
90.	United States	Decorative Portable Power Charger and Cable – Design Patent Application		29/685,212		Halo International SEZC Ltd.
91.	United States	Decorative Portable Power Charger with Cables – Design Patent Application		29/685,222		Halo International SEZC Ltd.
92.	United States	Portable Power Charger with Pivorable Power Input Connectors		29/690,553		Halo International SEZC Ltd.
93.	United States	Portable Power		29/716,880		Halo International SEZC Ltd.
94.	United States	Portable Power Charger		29/716,884		Halo International SEZC Ltd.
95.	United States	Portable Power Charger		29/717,054		Halo International SEZC Ltd.
96.	United States	Portable Power Charger with Removable Cables		29/717,057		Halo International SEZC Ltd.
97.	United States	Vending and Application of Screen Protector	63123055		Filed	Zagg Inc. ²

TRADEMARK

REEL: 007200 FRAME: 0229

² Inventor assignments in progress.

EXHIBIT A
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY THE ADMINISTRATIVE AGENT, FOR THE BENEFIT OF THE LENDERS, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT (THE "AGREEMENT"), DATED AS OF FEBRUARY 22, 2021, EXECUTED BY HALO2CLOUD, LLC, A DELAWARE LIMITED LIABILITY COMPANY (THE "PLEDGOR"), IN FAVOR OF LYNX HOLDINGS V, LLC, A TEXAS LIMITED LIABILITY COMPANY, AS THE ADMINISTRATIVE AGENT FOR THE LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, THE "ADMINISTRATIVE AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF THE ADMINISTRATIVE AGENT CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED, THAT THE ADMINISTRATIVE AGENT IS ENTITLED TO TAKE POSSESSION OF THE COLLATERAL UNDER THE INTERCREDITOR AGREEMENT, AND THAT THE ADMINISTRATIVE AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

LYNX HOLDINGS V, LLC
as the Administrative Agent

By: _____
Name: _____
Title: _____

ASSIGNMENT

WHEREAS, Halo2Cloud, LLC, a Delaware limited liability company (the “Pledgor”), is the owner of the Collateral, as hereinafter defined;

WHEREAS, the Pledgor has executed an Intellectual Property Security Agreement, dated as of February 22, 2021 (as the same may from time to time be amended, restated or otherwise modified, the “Agreement”), in favor of Lynx Holdings V, LLC, a Texas limited liability company, as the Administrative Agent for the Lenders, as defined in the Agreement (together with its successors and assigns, the “Administrative Agent”), pursuant to which the Pledgor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in the Collateral as security for the Secured Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement; and

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and the Administrative Agent’s election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto the Administrative Agent, for the benefit of the Lenders, and their respective successors, transferees and assigns, all of the Pledgor’s existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of the Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance, (whether or not the Administrative Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the “Collateral”), including, but not limited to, the Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington, D.C., or (ii) registered in the United States Patent and Trademark Office in Alexandria, Virginia or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon certification of an authorized officer of the Administrative Agent, as provided above, that (a) an Event of Default, as defined in the

Agreement, has occurred, and (b) the Administrative Agent, on behalf of the Lenders, has elected to take actual title to the Collateral.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on _____.

HALO2CLOUD, LLC

By: _____
Daniel Allen
President and Secretary

Signature Page to
Assignment

91346321v.4

RECORDED: 02/23/2021

**TRADEMARK
REEL: 007200 FRAME: 0233**