

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631215

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AllOver Media, LLC		03/10/2021	Limited Liability Company: DELAWARE
Ripple Resort Media, LLC		03/10/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital Southwest Corporation		
Street Address:	5400 LBJ Freeway, Lincoln Center Tower 1, Suite 1300		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3186220	ALLOVER MEDIA	
Registration Number:	3106020	ALLOVER MEDIA	
Registration Number:	3075800	ALLOVER MEDIA	
Registration Number:	2887608	ALLOVER	
Registration Number:	4072114		
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-523-2700		
Email:	susan.dinicola@hklaw.com,sheila.petty@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	03/10/2021		

OP \$140.00 3186220

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, this “IP Security Agreement”) dated as of March 10, 2021, is made by **ALLOVER MEDIA, LLC**, a Delaware limited liability company (“AllOver”; together with AllOver, each individually and collectively, the “Grantor”) in favor of **CAPITAL SOUTHWEST CORPORATION**, as a Lender and as administrative agent for itself and the other Lenders from time to time party to the Credit Agreement (together with its successors and assigns, in such capacity, “Agent”)

WHEREAS, Grantor has entered into a Credit Agreement, dated as of the date hereof, with Agent and the Lenders party thereto (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “Credit Agreement”).

WHEREAS, Grantor has entered into a Pledge and Security Agreement, dated as of the date hereof, with Agent (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “Security Agreement”). Capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement or the Security Agreement, as applicable.

WHEREAS, under the terms of the Security Agreement, Grantor has granted to Agent, for the benefit of the Lenders, a security interest in, among other property, all intellectual property of Grantor, other than Excluded Property, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

SECTION 1. **Grant of Security**. Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest in all of Grantor’s right, title, and interest in and to the following (the “IP Collateral”):

(i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(iii) [Reserved];

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the

world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all products and proceeds of, collateral for, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the IP Collateral of or arising from any of the foregoing.

Notwithstanding the foregoing, the IP Collateral shall not include any Excluded Property.

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the IP Collateral are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Release. Upon the Release Date, Agent shall execute and deliver to Grantor all releases, termination statements and other instruments as may be necessary or proper to release or reflect the release of the Agent's security interest in the IP Collateral.


SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed and interpreted in accordance with the internal laws of the State of Texas without giving effect to its choice of law provisions that would require the application of another state's laws.

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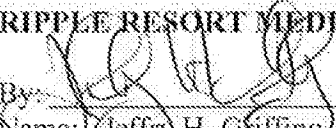
IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

ALLOVER MEDIA, LLC

By: 
Name: Jeffrey H. Griffing
Title: Chief Executive Officer and Secretary

RIPPLE RESORT MEDIA, LLC

By: 
Name: Jeffrey H. Griffing
Title: Chief Executive Officer and Secretary

(Signature Page to Intellectual Property Security Agreement)

#82656370

TRADEMARK
REEL: 007232 FRAME: 0367

SCHEDULE A

PATENTS AND PATENT LICENSES

Grantor	Title	Patent No.	Issue Date
Ripple Resort Media, LLC	WIRELESS TAG COMMUNICATION APPLICATIONS FOR A VENUE	9984383	05/29/2018
Ripple Resort Media, LLC	MEDIA DISPLAY SYSTEM FOR SKI-LIFT CHAIR	8782933	07/22/2014
Ripple Resort Media, LLC	MEDIA DISPLAY SYSTEM FOR SKI-LIFT CHAIR	7895778	03/01/2011
Ripple Resort Media, LLC	MEDIA DISPLAY SYSTEM FOR SKI-LIFT CHAIR	D547383	07/24/2007

SCHEDULE B

TRADEMARKS AND TRADEMARK LICENSES

Grantor	Mark	Reg. No.	Reg. Date
AllOver Media, LLC	ALLOVER MEDIA and Design	3186220	12/19/2006
AllOver Media, LLC	ALLOVER MEDIA and Design	3106020	06/20/2006
AllOver Media, LLC	ALLOVER MEDIA	3075800	04/04/2006
AllOver Media, LLC	ALLOVER	2887608	09/21/2004
Ripple Resort Media, LLC	Design Only	4072114	12/13/2011