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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM638305

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Chauvet & Sons, LLC		04/09/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Antares Capital LP, as Agent	
Street Address:	500 W. Monroe Street	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60661	
Entity Type:	Limited Partnership: DELAWARE	

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	88799388	CHAUVET
Serial Number:	87733481	BTAIR
Serial Number:	87718384	LINE DANCER
Serial Number:	87718415	WELL PAD
Serial Number:	87521906	CUMULUS
Serial Number:	87473363	VIVID
Serial Number:	87441896	PYXIS
Serial Number:	87198072	ROTOSPHERE
Serial Number:	87080786	TOTEM
Serial Number:	90504059	FORCE
Serial Number:	88574927	SILENS
Serial Number:	88566147	OUTCAST

CORRESPONDENCE DATA

Fax Number: 3129021061

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-577-8438

Email: raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

REEL: 007251 FRAME: 0897

900608516

	525 West Monroe Street Chicago, ILLINOIS 60661	
NAME OF SUBMITTER:	Raquel Haleem	
SIGNATURE:	/Raquel Haleem/	
DATE SIGNED:	04/09/2021	
Total Attachments: 5 source=executed Chauvet - Trademark Security Agreement (Fifth Amendment)#page1.tif source=executed Chauvet - Trademark Security Agreement (Fifth Amendment)#page2.tif source=executed Chauvet - Trademark Security Agreement (Fifth Amendment)#page3.tif source=executed Chauvet - Trademark Security Agreement (Fifth Amendment)#page4.tif		

source=executed Chauvet - Trademark Security Agreement (Fifth Amendment)#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 9, 2021, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Antares Capital LP ("Antares"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 29, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Initial Borrower, Holdings, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Antares, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement dated as of March 29, 2016 in favor of Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

- <u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
- Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):
- (a) all of its Trademarks and all IP Licenses included in the Collateral, including, without limitation, those referred to on <u>Schedule 1</u> hereto;
 - (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and

recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

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

- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the Guaranty and Security Agreement and this Trademark Security Agreement, the applicable terms and provisions of the Guaranty and Security Agreement shall control.
- <u>Section 4.</u> <u>Grantor Remains Liable</u>. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.
- <u>Section 5.</u> <u>Counterparts.</u> This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- <u>Section 6.</u> <u>Governing Law.</u> This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.
- Section 7. Release and Termination. At the time provided in subsection 8.10(b)(iii) of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and each Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantors. At the request of any Grantor following any such termination, the Agent shall promptly execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CHAUVET & SONS, LLC, as a Grantor

By: Jonathan Stein

Title: Vice President, Secretary and Treasurer

REEL: 007251 FRAME: 0901

ACKNOWLEDGED AND AGREED as of the date first above written:

ANTARES CAPITAL LP, as Agent

By: Frank Natta

Title: Duly Authorized Signatory

Trademark Security Agreement

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

<u>Trademark Registrations</u>

Trademark	Application No.	Filing Date	Registration No.	Registration Date
CHAUVET	88799388	2/15/20	6146679	9/8/20
BTAIR	87733481	12/24/17	5984980	2/11/20
LINE DANCER	87718384	12/12/17	6029678	4/7/20
WELL PAD	87718415	12/12/17	5852359	9/3/19
CUMULUS	87521906	7/10/17	5520950	7/17/18
VIVID	87473363	6/2/17	5671051	2/5/19
PYXIS	87441896	5/9/17	5698039	3/12/19
ROTOSPHERE	87198072	10/10/16	5344240	11/28/17
TOTEM	87080786	6/22/16	5133127	1/31/17

Trademark Applications

Trademark	Application No.	Filing Date
FORCE	90504059	2/2/2021
SILENS	88574927	8/12/19
OUTCAST	88566147	8/4/19

TRADEMARK REEL: 007251 FRAME: 0903

RECORDED: 04/09/2021