

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM680779

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BURRANA IP AND ASSETS, LLC		10/08/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	METROPOLITAN PARTNERS GROUP ADMINISTRATION, LLC		
Street Address:	850 Third Avenue		
Internal Address:	18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78752537	DIGECOR	
Serial Number:	78282409	DIGEPLAYER	
Serial Number:	88267987	PAVES	
Serial Number:	88185989	BURRANA	
Serial Number:	88264609	BURRANA	
CORRESPONDENCE DATA			
Fax Number:	2033255001		
<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:	2033255049		
Email:	mholmes@fdh.com		
Correspondent Name:	Matthew Holmes		
Address Line 1:	Six Landmark Square		
Address Line 2:	Floor Six		
Address Line 4:	Stamford, CONNECTICUT 06901		
NAME OF SUBMITTER:	Matthew Holmes		
SIGNATURE:	/Matthew Holmes/		
DATE SIGNED:	10/13/2021		

OP \$140.00 78752537

Total Attachments: 8

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**INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of October 8, 2021, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of METROPOLITAN PARTNERS GROUP ADMINISTRATION, LLC, as administrative, payment and collateral agent for itself and the Lenders (as defined below) from time to time a party to the Credit Agreement (as defined below) (in such capacities, together with its successors and assigns permitted in accordance with the terms set forth in the Credit Agreement referred to below in such capacities, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of October 8, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), entered into by and among BURRANA, INC., a Delaware corporation ("Burrana"), BURRANA IP AND ASSETS, LLC, a Delaware limited liability company ("Burrana IP"; together with Burrana, the "Borrowers", and each individually, a "Borrower"), each of the Guarantors (as defined therein) from time to time party thereto, each of the financial institutions from time to time party thereto (collectively the "Lenders") and Agent, Lenders have agreed to make, and may hereafter make, Term Loans (as defined therein) to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Security Agreement, dated as of October 8, 2021, made by and among the Grantors (as defined therein) and Agent for itself and the Lenders (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to secure the Secured Obligations (as defined therein); and

WHEREAS, the Grantor is party to the Security Agreement pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Agent and the Lenders to enter into the Credit Agreement and the other Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or the Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark and Patent Collateral. The Grantor, as security for the payment and performance in full of the Secured Obligations, hereby collaterally assigns and pledges to Agent, for the benefit of the Secured Parties, and grants to Agent, for the benefit of the Secured Parties, a continuing Lien on and security interest

in all of its right, title and interest in and to the Patents and Trademarks, including without limitation the Patents and Trademarks set forth on Schedule I hereto, and all proceeds and products thereof (the “Intellectual Property Collateral”), in each case, other than any Excluded Property.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the 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 between any provision of the Security Agreement and any provision of this Agreement, the provisions of the Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents, Trademarks, Patent Licenses and Trademark Licenses subject to a security interest hereunder, in each case, to the extent required by the terms of the Credit Agreement and the Security Agreement.

Section 5. Counterparts. This 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. Delivery of an executed signature page of this Agreement by electronic transmission (including .pdf) shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This 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 (without regard to conflict of law principles thereof (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law)).

[SIGNATURE PAGES FOLLOW]

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

BURRANA IP AND ASSETS, LLC, as
Grantor

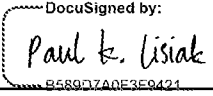
By: Neal Nordstrom
Name: Neal Nordstrom
Title: *Authorized Representative*

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (BURRANA)]

TRADEMARK
REEL: 007450 FRAME: 0888

ACCEPTED AND AGREED
as of the date first above written:

**METROPOLITAN PARTNERS GROUP
ADMINISTRATION, LLC**, as Agent

DocuSigned by:

By: _____
Name: Paul Lisiak
Title: Authorized Signatory

[ACKNOWLEDGEMENT OF GRANTOR FOR INTELLECTUAL PROPERTY SECURITY AGREEMENT (BURRANA)]

**TRADEMARK
REEL: 007450 FRAME: 0889**

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

GRANTOR	PATENT	APP. SERIAL NUMBER	FILING DATE	PATENT NO.	ISSUE DATE
Burrana IP and Assets, LLC	Detachable seat mounted audio-visual entertainment system with locally storable, selectable, and updatable content	14/306,888	06/17/2014	10,059,453	08-28-2018
Burrana IP and Assets, LLC	Audio-visual entertainment system and docking systems associated therewith	13/152,248	06/02/2011	8,613,385	12-24-2013
Burrana IP and Assets, LLC	Security system and method of in-flight entertainment device rentals having self-contained, audiovisual presentations	13/850,245	03/25/2013	9,117,265	08-25-2015
Burrana IP and Assets, LLC	Security system and method of in-flight entertainment device rentals having self-contained audiovisual presentations	10/657,822	09/08/2003	8,406,453	03-26-2013

GRANTOR	PATENT	APP. SERIAL NUMBER	FILING DATE	PATENT NO.	ISSUE DATE
Burrana IP and Assets, LLC	Detachable seat mounted audio-visual entertainment system with locally storable, selectable, and updatable content	10/737,531	12/15/2003	8,403,411	03-26-2013
Burrana IP and Assets, LLC	The ornamental design for a video viewer support, as shown and described.	29/189,579	09/08/2003	D503,707	04-05-2005
Burrana IP and Assets, LLC	Video viewer	29/189,578	09/08/2003	D506,733	06-28-2005
Burrana IP and Assets, LLC	Apparatus and method for transmitting and receiving passenger service system and telephone signals over a network.	09/154,256	09/16/1998	6,272,572	29-Jan-97
Burrana IP and Assets, LLC	Vehicle entertainment system having seat controller cards programmed to operate as both browser and server	09/335,976	06/18/1999	6,390,920	18-Jun-99
Burrana IP and Assets, LLC	Mobile platform advertising system and method	13/095,782	04/27/2011	8,499,324	13-Sep-99
Burrana IP and Assets, LLC	LCD motor reverse driving	09/560,292	04/27/2000	6,373,216	27-Apr-00

GRANTOR	PATENT	APP. SERIAL NUMBER	FILING DATE	PATENT NO.	ISSUE DATE
	with storage capacitors				
Burrana IP and Assets, LLC	Channel identification for digital broadcasts in passenger entertainment systems	09/578,567	05/25/2000	7,600,248	25-May-00
Burrana IP and Assets, LLC	Method and apparatus for distribution of entertainment and data to passenger using cable modems	10/047,708	01/15/2002	7,213,055	15-Jan-02
Burrana IP and Assets, LLC	Method and apparatus for controlled force deployment of user interface devices	10/254,617	09/25/2002	7,216,296	25-Sep-02
Burrana IP and Assets, LLC	Cell phone audio/video in-flight entertainment system	11/151,108	06/13/2005	7,343,157	13-Jun-05

2. PATENT APPLICATIONS

GRANTOR	PATENT APPLICATION	APP. SERIAL NUMBER	FILING DATE
Burrana IP and Assets, LLC	POWER CONTROLLER FOR AIRCRAFT RECEPTACLES	16/107,575	08/21/2018
Burrana IP and Assets, LLC	Replaceable Connection Modules for High Use Electronic Device Receptacles	16/396,028	04/26/2019

3. PATENT LICENSES

- None.

Trademark Registrations

1. REGISTERED TRADEMARKS

GRANTOR	MARK	COUNTRY	FILING DATE	APP. SERIAL NUMBER	REG. NUMBER	REG. DATE
Burrana IP and Assets, LLC	DIGECOR	U.S.	11/11/2005	78-752,537	3360604	12/25/2007
Burrana IP and Assets, LLC	DIGEPLAYER (stylized)	U.S.	08/04/2003	78-282,409	2995842	09/13/2005
Burrana IP and Assets, LLC	PAVES	U.S.	1/18/2019	88-267,987	5993865	2/25/2020
Burrana IP and Assets, LLC	BURRANA	U.S.	11/08/2018	88-185,989	6309447	03/30/2021

2. TRADEMARK APPLICATIONS

GRANTOR	MARK	COUNTRY	FILING DATE	APP. SERIAL NUMBER
Burrana IP and Assets, LLC	BURRANA	U.S.	1/16/2019	88-264,609

3. TRADEMARK LICENSES

- None.