

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM684094

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SAM ASH MUSIC CORPORATION		10/27/2021	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	125 High Street		
<b>Internal Address:</b>	Suite 1100		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 38</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5391989	ASH ROCK	
<b>Registration Number:</b>	4308026	BENJAMIN ADAMS	
<b>Registration Number:</b>	5198941	BENJAMIN ADAMS	
<b>Registration Number:</b>	4168105	COME IN AND PLAY	
<b>Registration Number:</b>	4759865	CONSPIRACY	
<b>Serial Number:</b>	90769858	DUOTRACK	
<b>Registration Number:</b>	5652551	EXPEDITION	
<b>Registration Number:</b>	4571326	GEAR SHIELD	
<b>Registration Number:</b>	4556001	GIG READY	
<b>Registration Number:</b>	5236411	GO MIC	
<b>Registration Number:</b>	5236831	GO MIC CONNECT	
<b>Registration Number:</b>	5236832	GO MIC DIRECT	
<b>Registration Number:</b>	5336912	GO MIC MOBILE	
<b>Registration Number:</b>	5342460	GO MIC MOBILE	
<b>Registration Number:</b>	3912723	GROOVE SERIES	
<b>Serial Number:</b>	90769882	MONOTRACK	
<b>Serial Number:</b>	90769840	QUADTRACK	
<b>Registration Number:</b>	4787496	RTE	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3865926	SAM ASH DIRECT
Registration Number:	4586896	SAM ASH FUZZZ BOXX
Registration Number:	5294388	SAM ASH GUITARS OF DISTINCTION
Registration Number:	2399403	SAM ASH MUSIC
Registration Number:	4865894	SAMSON
Registration Number:	5181290	SAMSON
Registration Number:	5672055	SAMSON
Registration Number:	4239116	SAMSON CARBON
Registration Number:	4235204	SAMSON GRAPHITE
Serial Number:	90769815	SAMSON MEDIATRACK
Registration Number:	4036297	SAMSON METEOR MIC
Registration Number:	4565346	SAMSON METEORITE
Registration Number:	5864305	SAMSON SATELLITE
Serial Number:	90769792	SAMSON STREAMTRACK
Registration Number:	5543750	STAGEWORKS
Registration Number:	4850845	SYNTHSEVEN
Registration Number:	4035154	TOURTEK
Registration Number:	5455097	TOURTEK
Serial Number:	90502791	TOURTEK
Registration Number:	5366228	WHERE WILL YOU GO?

#### CORRESPONDENCE DATA

##### Fax Number:

*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: 614-280-3548  
Email: erin.roberson@wolterskluwer.com  
Correspondent Name: Erin Roberson  
Address Line 1: 4400 Easton Commons Way  
Address Line 2: Suite 125  
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Jessica Hildebrandt
SIGNATURE:	/Jessica Hildebrandt/
DATE SIGNED:	10/27/2021

#### Total Attachments: 8

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## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

SAM ASH MUSIC CORPORATION

- ☐ Individual(s) ☐ Association  
☐ Partnership ☐ Limited Partnership  
☒ Corporation- State: NY  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 27, 2021

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes  
☒ No

Name: Wells Fargo Bank, National Association

Street Address: 125 High Street, Suite 1100

City: Boston

State: MA

Country: USA Zip: 02110

- ☐ Individual(s) Citizenship \_\_\_\_\_  
☒ Association Citizenship USA  
☐ Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

See Attached Exhibit A

B. Trademark Registration No.(s) \_\_\_\_\_

See Attached Exhibit A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Attached Exhibit A

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jessica Hildebrandt

Internal Address: Otterbourg P.C.

Street Address: 230 Park Ave.

City: New York

State: NY Zip: 10169

Phone Number: 212-905-3670

Docket Number: \_\_\_\_\_

Email Address: jhildebrandt@otterbourg.com

### 6. Total number of applications and registrations involved:

38

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged to deposit account  
☐ Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:

  
Signature

Jessica Hildebrandt

Name of Person Signing

10/27/2021

Date

Total number of pages including cover sheet, attachments, and document:

8

AMENDMENT NO. 1 TO  
AMENDED AND RESTATED SECURITY AGREEMENT (TRADEMARKS)

AMENDMENT NO. 1 TO AMENDED AND RESTATED SECURITY AGREEMENT (TRADEMARKS) made as of October 27, 2021, between SAM ASH MUSIC CORPORATION, a New York corporation (“Debtor”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, successor by merger to Wachovia Bank, National Association, successor by merger to Congress Financial Corporation (“Secured Party”).

WITNESSETH:

WHEREAS, Debtor and Secured Party entered into the Amended and Restated Security Agreement (Trademarks), dated as of November 3, 2010 (as amended, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), pursuant to which Debtor granted to Secured Party a security interest in and to the Collateral (as defined in the Trademark Security Agreement); and

WHEREAS, in order to evidence Secured Party’s security interest in certain trademarks owned by Debtor, Debtor has agreed to enter into this Amendment.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agree as follows:

1. Amendment to Exhibit.

(a) Exhibit 1 attached to the Trademark Security Agreement is hereby amended by inserting the contents of Exhibit A attached hereto at the end thereof.

(b) For purposes of this Amendment, unless otherwise defined herein, all capitalized terms used herein which are defined in the Trademark Security Agreement shall have the meaning given to such terms in the Trademark Security Agreement.

2. Confirmation and Grant of Security Interest. To secure payment and performance of all Obligations, and ratifying, confirming and supplementing the Debtor’s prior grants of security interests in and Liens upon the Trademarks and other Collateral described in the Trademark Security Agreement, as collateral security heretofore granted to the Secured Party pursuant to the Trademark Security Agreement, the Debtor hereby grants to Secured Party, a security interest in and Lien upon, and acknowledges and agrees that the Secured Party has and shall continue to have a pledge of and a continuing security interest in and Lien on, any and all right, title and interest of the Debtor, whether now existing or hereafter acquired or arising, in and to all of the Collateral (expressly including, without limitation, all of the Trademarks described on Exhibit A attached to this Amendment).

3. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as

of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, as amended, the term or provision of the Loan Agreement shall control.

4. Entire Agreement. This Amendment contains the entire agreement of the parties hereto with respect to the subject matter hereof.

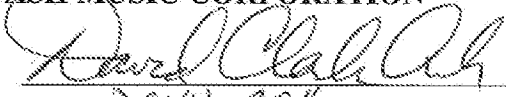
5. Binding Effect. This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

6. Counterparts. This Amendment and any notices delivered under this Amendment, may be executed by means of (i) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Secured Party reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Amendment or on any notice delivered to Secured Party under this Amendment. This Amendment and any notices delivered under this Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Amendment and any notices as set forth herein will be as effective as delivery of a manually executed counterpart of the Amendment or notice.

[Signature Page Follows]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

**SAM ASH MUSIC CORPORATION**

By:   
Name: DAVID ASH  
Title: CEO

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

**SAM ASH MUSIC CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

By:   
Name: Peter Foley  
Title: Authorized Signatory



EXHIBIT A  
TO  
AMENDMENT NO. 1 TO AMENDED AND RESTATED SECURITY AGREEMENT (TRADEMARKS)

Trademark Registrations and Applications in the United States

Trademark	App No	Filing Date	Reg. No	Reg. Date	Status
ASH ROCK	87/549,286	07/31/2017	5,391,989	01/30/2018	Registered
BENJAMIN ADAMS	85/624,178	05/14/2012	4,308,026	03/26/2013	Registered
BENJAMIN ADAMS	87/176,029	09/19/2016	5,198,941	05/06/2017	Registered
COME IN AND PLAY	85/514,946	01/12/2012	4,168,105	07/03/2012	Registered
CONSPIRACY	86/441,315	10/31/2014	4,759,865	06/23/2015	Registered
DUOTRACK	90/769,858	06/11/2021			Pending
EXPEDITION	87/641,158	10/11/2017	5,652,551	01/15/2019	Registered
GEAR SHIELD	86/111,912	11/06/2013	4,571,326	07/22/2014	Registered
GIG READY	86/124,698	11/20/2013	4,556,001	06/24/2014	Registered
GO MIC	87/251,937	11/30/2016	5,236,411	07/04/2017	Registered
GO MIC CONNECT	87/257,740	12/06/2016	5,236,831	07/04/2017	Registered
GO MIC DIRECT	87/257,746	12/06/2016	5,236,832	07/04/2017	Registered
GO MIC MOBILE	87/252,326	11/30/2016	5,336,912	11/14/2017	Registered

GO MIC MOBILE	87/266,664	12/13/2016	5,342,460	11/21/2017	Registered
GROOVE SERIES	77/660,255	01/30/2009	3,912,723	02/01/2011	Registered
MONOTRACK	90/769,882	06/11/2021			Pending
QUADTRACK	90/769,840	06/11/2021			Pending
RTE	86/444,019	11/04/2014	4,787,496	08/04/2015	Registered
SAM ASH DIRECT	77/980,237	05/22/2009	3,865,926	10/19/2019	Registered
SAM ASH FUZZ BOXX	85/905,271	04/16/2013	4,586,896	08/19/2014	Registered
SAM ASH GUITARS OF DISTINCTION	87/208,510	10/19/2016	5,294,388	09/26/2017	Registered
SAM ASH MUSIC	75/691,092	04/26/1999	2,399,403	10/31/2000	Registered
SAMSON	86/584,522	04/01/2015	4,865,894	12/08/2015	Registered
SAMSON	87/161,969	09/06/2016	5,181,290	04/11/2017	Registered
SAMSON (WIRELESS CAMERA MOUNTS)	86/582,681	03/31/2015	5,672,055	02/12/2018	Registered
SAMSON CARBON	85/465,893	11/07/2011	4,239,116	11/06/2012	Registered
SAMSON GRAPHITE	85/465,903	11/07/2011	4,235,204	10/30/2012	Registered
SAMSON MEDIATRACK	90/769,815	06/11/2021			Pending

SAMSON METEOR MIC	85/175,479	11/12/2010	4,036,297	10/01/2011	Registered
SAMSON METEORITE	85/929,726	05/13/2013	4,565,346	07/08/2014	Registered
SAMSON SATELLITE	88/196,837	11/16/2018	5,864,305	09/17/2019	Registered
SAMSON STREAMTRACK	90/769,792	06/11/2021			Pending
STAGEWORKS	87/490,475	06/15/2017	5,543,750	08/21/2018	Registered
SYNTHSEVEN	86/585,431	04/02/2015	4,850,845	11/10/2015	Registered
TOURTEK	85/311,158	05/03/2011	4,035,154	10/04/2011	Registered
TOURTEK	87/492,842	06/16/2017	5,455,097	04/24/2018	Registered
TOURTEK	90/502,791	02/01/2021			Pending
WHERE WILL YOU GO?	87/273,091	12/19/2016	5,366,228	12/26/2017	Registered

TRADEMARK

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