

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684096

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAMSON TECHNOLOGIES CORP.		10/27/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	125 High Street		
Internal Address:	Suite 1100		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78770482	BUILT ON SOUND	
Registration Number:	3391793	MICHAEL KELLY	
Registration Number:	5565358	MICHAEL KELLY	
Registration Number:	5565996	MK	
Serial Number:	77387706	ROCKFIELD	
CORRESPONDENCE DATA			
Fax Number:			
<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:	614-280-3548		
Email:	cls-ctlsresultscolumbusteam6@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		

OP \$140.00 78770482

Total Attachments: 6

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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 SAMSON TECHNOLOGIES CORP., 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]

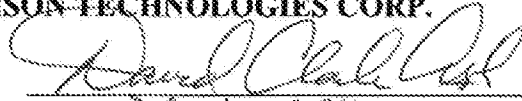
IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

SAMSON TECHNOLOGIES CORP.

By: _____

Name: _____

Title: _____



DAVID ASH

VICE PRESIDENT

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.

SAMSON TECHNOLOGIES CORP.

By: _____
Name: _____
Title: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION

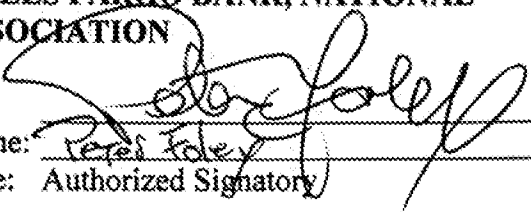
By: 
Name: Peter Foley
Title: Authorized Signatory

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
BUILT ON SOUND	78/770,482	12/09/2005	3,434,165	07/08/2008	Registered
MICHAEL KELLY	78/691,759	08/12/2005	3,391,793	03/04/2008	Registered
MICHAEL KELLY	87/789,964	02/08/2018	5,565,358	09/18/2018	Registered
MK LOGO	87/873,170	02/11/2018	5,565,996	9/18/2018	Registered
ROCKFIELD	77/387,706	02/04/2008	3,485,510	08/19/2008	Registered