

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699014

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF ASSIGNMENT FOR SECURITY - TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Blue Torch Finance, LLC, as Collateral Agent		12/30/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ZAGG INC
Street Address:	910 W Legacy Center Way, Suite 500
City:	Midvale
State/Country:	UTAH
Postal Code:	84047
Entity Type:	Corporation: DELAWARE
Name:	HALO2CLOUD, LLC
Street Address:	910 W Legacy Center Way, Suite 500
City:	Midvale
State/Country:	UTAH
Postal Code:	84047
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	4244626	H
Registration Number:	4431808	HALO2CLOUD.COM
Registration Number:	4432534	HALO HALO2CLOUD.COM
Registration Number:	4439702	CHARGE IT CHARGE ME
Registration Number:	4440324	HALO POCKET POWER STARLIGHT
Registration Number:	4440325	STARLIGHT
Registration Number:	4635273	HALO
Registration Number:	4635274	HALO
Registration Number:	4706064	HALO
Registration Number:	4706065	HALO
Registration Number:	4714570	HALO
Registration Number:	4714571	HALO

TRADEMARK

REEL: 007546 FRAME: 0910

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Property Type	Number	Word Mark
Registration Number:	4768015	H
Registration Number:	4804249	GLOW
Registration Number:	4824907	HALO POCKET POWER
Registration Number:	4824908	HALO POCKET POWER
Registration Number:	4824909	HALO POCKET POWER
Registration Number:	4887527	MAGIC SCANNER
Registration Number:	4887535	HALO MAGIC SCANNER
Registration Number:	5030331	HALOGUARD
Registration Number:	5139650	POWER WALLET
Registration Number:	5195411	H
Registration Number:	5195446	HALO GUARD H2O
Registration Number:	5195448	HALO GUARD DROP SAFE
Registration Number:	5203764	HALO BOLT ACDC
Registration Number:	5203766	HALO BOLT ACDC
Registration Number:	5203812	HALO GUARD RFID
Registration Number:	5203813	RFID
Registration Number:	5203816	HALO GUARD TECH MESH
Registration Number:	5203820	
Registration Number:	5217065	
Registration Number:	5289123	HALO
Registration Number:	5289124	HALO
Registration Number:	5320759	
Registration Number:	5337781	HALO BOLT
Registration Number:	5426324	HALO MAGIC POWER CUBE
Registration Number:	5426325	MAGIC POWER CUBE
Registration Number:	5501731	HALO
Registration Number:	5501737	HALO WIRELESS
Registration Number:	5502424	POWERGLOW
Registration Number:	5614221	HALO
Registration Number:	5614222	HALO
Serial Number:	86980849	POWERED BY HALO

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera, Senior Paralegal

Address Line 1: One Federal Street

TRADEMARK

REEL: 007546 FRAME: 0911

Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Linda A. Salera

SIGNATURE: /Linda A. Salera/

DATE SIGNED: 12/31/2021

Total Attachments: 12

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PARTIAL RELEASE OF ASSIGNMENT FOR SECURITY - TRADEMARKS

This **PARTIAL RELEASE OF ASSIGNMENT FOR SECURITY - TRADEMARKS**, dated as of December 30, 2021 (“Partial Trademark Release”), is made by Blue Torch Finance, LLC, as the collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Financing Agreement referred to below) (in such capacity, the “Grantee”), in favor of **ZAGG INC**, a Delaware corporation, and **HALO2CLOUD, LLC**, a Delaware limited liability company (each a “Grantor” and collectively, the “Grantors”).

WHEREAS, (i) the Grantors, the Grantee and others are parties to that certain Financing Agreement, dated as of July 23, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Financing Agreement”), (ii) the Grantors, the Grantee and others are parties to that certain Pledge and Security Agreement, dated as of July 23 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and (iii) the Grantors and the Grantee are parties to that certain Assignment for Security - Trademarks, dated as of July 23, 2021 (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, each Grantor granted to the Grantee for the benefit of the Secured Parties a continuing security interest in all of such Grantor’s right, title and interest in, to and under the Specified Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (the “USPTO”) on July 23, 2021 at Reel 7364 and Frame 0217;

WHEREAS, the Grantee has agreed to terminate and release its security interest in, to and under the Specified Trademark Collateral and reassign any and all rights in the same to each applicable Grantor; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them (including by reference to other agreements) in the Financing Agreement, the Security Agreement or Trademark Security Agreement, as applicable.

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

1. *Release of Security Interest.* The Grantee hereby terminates, releases, relinquishes and discharges fully all mortgages, liens, and security interests granted to the Grantee for the benefit of itself and the other Secured Parties in the following (collectively, the “Specified Trademark Collateral”):

- a. the Trademark registrations and Trademark applications of each Grantor referred to on Schedule A annexed hereto;

- b. all renewals and extensions of the foregoing;
- c. all goodwill of the business connected with the use of, and symbolized by, the foregoing; and
- d. all proceeds of the foregoing, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof;

and reassigns and transfers to each Grantor, without representation, warranty or recourse of any kind, any and all right, title and interest the Grantee may have in, to or under the Specified Trademark Collateral. Except for the release of Specified Trademark Collateral, all terms and provisions of the Trademark Security Agreement shall remain in full force and effect. Nothing contained herein shall in any way impair the validity or enforceability of the Trademark Security Agreement, as modified hereby, or alter, waive, annul, vary, affect, or impair any provisions, conditions, or covenants contained therein or any rights, powers, or remedies granted therein.

2. *Recordation.* The Grantee hereby authorizes each Grantor, or such Grantor's authorized representative(s), as the case may be, at such Grantor's sole expense, to record this document with the USPTO and any other applicable governmental office or agency. The Grantee further authorizes and requests that the Commissioner for Trademarks in the USPTO, and any other necessary United States government officer, record this document, it being understood that such recordation shall be at such Grantor's sole expense.

3. *Governing Law.* This document shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

4. *Counterparts.* This Partial Trademark Release 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the Grantee has caused this Partial Trademark Release to be duly executed as of the date first set forth above.




Grantee:






BLUE TORCH FINANCE LLC,
as Collateral agent


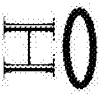
By: Blue Torch Capital LP, its Managing Member




DocuSigned by:
Kevin Genda
By: 33D5E77A86E142A
Name: Kevin Genda
Title: CEO





SCHEDULE A


No.	Country	Mark	Appl'n No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
1	United States	H & Design (Class 09) 	85/459,319	10/28/2011	4,244,626	11/20/2012	Registered; Renewed	Zagg
2	United States	HALO2CLOUD.COM (Class 11)	85/875,025	03/13/2013	4,431,808	11/12/2013	Registered; Renewed	Zagg
3	United States	HALO & Cloud Design (Class 11) 	85/898,961	04/09/2013	4,432,534	11/12/2013	Registered; Renewed	Zagg
4	United States	CHARGE IT CHARGE ME (Class 09)	85/898,912	04/09/2013	4,439,702	11/26/2013	Registered; Renewed	Zagg
5	United States	HALO POCKET POWER STARLIGHT (Class 11)	85/956,072	06/11/2013	4,440,324	11/26/2013	Registered; Renewed	Zagg
6	United States	STARLIGHT (Class 11)	85/956,095	06/11/2013	4,440,325	11/26/2013	Registered; Renewed	Zagg
7	United States	HALO & Design (Class 11) 	85/980,731	03/13/2013	4,635,273	11/11/2014	Registered; Renewed	Zagg
8	United States	HALO (Class 11)	85/980,730	03/13/2013	4,635,274	11/11/2014	Registered; Renewed	Zagg
9	United States	HALO (Class 09)	85/459,212	10/28/2011	4,706,064	03/24/2015	Registered; Renewed	Zagg






No.	Country	Mark	Appl'n No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
10	United States	HALO & Design (Class 09) 	85/459,271	10/28/2011	4,706,065	03/24/2015	Registered; Renewed	Zagg
11	United States	HALO & Design (Class 35) 	85/670,567	07/06/2012	4,714,570	04/07/2015	Registered; Renewed	Zagg
12	United States	HALO (Class 35)	85/670,545	07/06/2015	4,714,571	04/07/2015	Registered; Renewed	Zagg
13	United States	H & Design (Class 18) 	86/437,284	10/28/2014	4,768,015	07/07/2015	Registered	Zagg
14	United States	GLOW (Class 09)	86/975,148	10/30/2013	4,804,249	09/01/2015	Registered	Zagg
15	United States	HALO POCKET POWER & Design (Class 09) 	86/304,191	06/09/2014	4,824,907	10/06/2015	Registered	Zagg
16	United States	HALO POCKET POWER & Design (Class 09) 	86/304,230	06/09/2014	4,824,908	10/06/2015	Registered	Zagg
17	United States	HALO POCKET POWER & Design (Class 09)	86/304,256	06/09/2014	4,824,909	10/06/2015	Registered	Zagg

No.	Country	Mark	Appl'n No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
								
18	United States	MAGIC SCANNER (Class 09)	86/129,392	11/26/2013	4,887,527	01/19/2016	Registered	Zagg
19	United States	HALO MAGIC SCANNER (Class 09)	86/145,694	11/26/2013	4,887,535	01/19/2016	Registered	Zagg
20	United States	HALOGUARD (Classes 18 & 24)	86/797,698	10/23/2015	5,030,331	08/30/2016	Registered	Zagg
21	United States	POWER WALLET (Class 18)	86/292,206	05/27/2014	5,139,650	02/14/2017	Registered	Zagg
22	United States	H & Design (Class 9) 	87/181,648	09/23/2016	5,195,411	05/02/2017	Registered	Zagg
23	United States	HALO GUARD H2O (Classes 18 & 24)	87/182,813	09/26/2016	5,195,446	05/02/2017	Registered	Zagg
24	United States	HALO GUARD DROP SAFE (Classes 18 & 24)	87/182,900	09/26/2016	5,195,448	05/02/2017	Registered	Zagg
25	United States	HALO BOLT ACDC (Class 9)	87/181,727	09/23/2016	5,203,764	05/16/2017	Registered	Zagg
26	United States	HALO BOLT ACDC & Design (Class 09)	87/181,766	09/23/2016	5,203,766	05/16/2017	Registered	Zagg




No.	Country	Mark	Appl'n No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
		HALO RFID BOLT						
27	United States	HALO GUARD RFID (Classes 18 & 24)	87/182,871	09/26/2016	5,203,812	05/16/2017	Registered	Zagg
28	United States	HALO GUARD RFID Design (Classes 18 & 24)	87/182,885	09/26/2016	5,203,813	05/16/2017	Registered	Zagg
								
29	United States	HALO GUARD TECH MESH (Classes 18 & 24)	87/182,924	09/26/2016	5,203,816	05/16/2017	Registered	Zagg
30	United States	HALO GUARD TECH MESH Design (Classes 18 & 24)	87/182,935	09/26/2016	5,203,820	05/16/2017	Registered	Zagg
								
31	United States	HALO GUARD H2O Design (Classes 18 & 24)	87/182,830	09/26/2016	5,217,065	06/06/2017	Registered	Zagg
								
32	United States	HALO (Class 9)	87/181,492	09/23/2016	5,289,123	09/19/2017	Registered	Zagg
33	United States	HALO & Design (Class 9)	87/181,517	09/23/2016	5,289,124	09/19/2017	Registered	Zagg

No.	Country	Mark	Appl'n No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
								
34	United States	HALO GUARD DROP SAFE Design (Classes 18 & 24)	87/182,914	09/26/2016	5,320,759	10/31/2017	Registered	Zagg
								
35	United States	HALO BOLT (Class 09)	86/412,530	10/02/2014	5,337,781	11/21/2017	Registered	Zagg
36	United States	HALO MAGIC POWER CUBE (Class 9)	87/476,488	06/06/2017	5,426,324	03/20/2018	Registered	Zagg
37	United States	MAGIC POWER CUBE (Class 9)	87/476,498	06/06/2017	5,426,325	03/20/2018	Registered	Zagg
38	United States	HALO & Design (Class 9)	87/671,005	11/03/2017	5,501,731	06/26/2018	Registered	Zagg
								
39	United States	HALO WIRELESS & Design (Class 9)	87/671,157	11/03/2017	5,501,737	06/26/2018	Registered	Zagg
								
40	United States	POWERGLOW (Class 9)	87/687,855	11/16/2017	5,502,424	06/26/2018	Registered	Zagg
41	United States	HALO (Class 18)	86/437,189	10/28/2014	5,614,221	11/27/2018	Registered	Zagg

No.	Country	Mark	Appl'n No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
42	United States	HALO & Design (Class 18) 	86/437,252	10/28/2014	5,614,222	11/27/2018	Registered	Zagg
43	United States	POWERED BY HALO (Classes 09 & 11)	86/980,849	05/05/2014	N/A	N/A	Allowed (TTU) <i>Notice of Allowance dated 03/17/2020 Next Statement of Use deadline on 03/17/2022</i>	Zagg
44	China	HALO & Design (Class 9) 		03/18/2013	12278915 (CN)	12/14/2016	Registered	H2C
45	China	HALO2CLOUD.COM (Class 9)		03/18/2013	12278912 (CN)	08/21/2014	Registered	H2C
46	China	HALO2CLOUD.COM (Class 11)		03/18/2013	12278911 (CN)	08/21/2014	Registered	H2C
47	China	HALO2CLOUD.COM (Class 20)		03/18/2013	12278910 (CN)	08/21/2014	Registered	H2C
48	China	海络 (Hai Luo) (Class 9)		03/18/2013	12278909 (CN)	08/21/2014	Registered	H2C
49	China	海络 (Hai Luo) (Class 11)		03/18/2013	12278908 (CN)	08/21/2014	Registered	H2C
50	China	海络 (Hai Luo) (Class 20)		03/18/2013	12278907 (CN)	08/21/2014	Registered	H2C

No.	Country	Mark	Appl'n No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
51	China	H & Design (Class 9) 		03/18/2013	12293311 (CN)	08/28/2014	Registered	H2C
52	China	H & Design (Class 11) 		03/18/2013	12293310 (CN)	08/28/2014	Registered	H2C
53	China	H & Design (Class 20) 		03/18/2013	12293309 (CN)	08/28/2014	Registered	H2C
54	China	TAKE CHARGE (Class 9)			12379705 (CN)	09/14/2014	Registered	H2C
55	Europe	HALO (Classes 9 & 11)	014290101	06/24/2015	014290101 (EU)	06/15/2018	Registered	H2C
56	Europe	HALO & Design (Classes 9 & 11) 	014290084	06/24/2015	014290084 (EU)	07/02/2018	Registered	H2C
57	Europe	H & Design (Classes 9 & 11) 	014289921	06/24/2015	014289921 (EU)	11/19/2015	Registered	H2C

No.	Country	Mark	Appl'n No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
58	UK	HALO (Classes 9 & 11)		06/24/2015*	00914290101	06/15/2018*	Registered	H2C
59	UK	HALO & Design (Classes 9 & 11)		06/24/2015*	00914290084	07/02/2018*	Registered	H2C
60	UK	H & Design (Classes 9 & 11)		06/24/2015*	00914289921	11/19/2015*	Registered	H2C
61	Canada	HALO (Classes 9 & 11)	1,733,988	06/22/2015	TMA 983,767 (CA)	10/27/2017	Registered <i>3rd Party Challenge Deadline to Declaration of Use due by 12/04/2021</i>	H2C
62	Canada	HALO & Design (Classes 9 & 11)	1,733,991	06/22/2015	TMA 983,771 (CA)	10/27/2017	Registered <i>3rd Party Challenge Deadline to Declaration of Use due by 12/04/2021</i>	H2C
63	Canada	H & Design (Classes 9 & 11)	1,733,993	06/22/2015	TMA 964,495 (CA)	03/02/2017	Registered	H2C

No.	Country	Mark	Appl'n No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
64	Japan	HALO (Classes 9 & 11)	2017-86752	06/27/2017	6130331 (JP)	03/15/2019	Registered	H2C
65	Japan	HALO & Design (Classes 9 & 11)	2017-86753	06/27/2017	6130332 (JP)	03/15/2019	Registered	H2C
								
66	Japan	H & Design (Classes 9 & 11)	2017-86754	06/27/2017	6066277 (JP)	07/27/2018	Registered	H2C
								
67	Japan	HALO BOLT ACDC & Design (Class 9)	2017-86755	06/27/2017	6130333 (JP)	03/15/2019	Registered	H2C
								

Regarding Ownership:
 "Zagg" indicates Zagg, Inc.
 "H2C" indicates Halo2Cloud, LLC

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