

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM739464

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|--|-------------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Abracon, LLC | | 07/06/2022 | Limited Liability Company: CALIFORNIA |
| 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: 15 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5978879 | FOXSELECT | |
| Registration Number: | 5978878 | FOXSELECT | |
| Registration Number: | 5429458 | HEARTBEAT OF THE IOT | |
| Registration Number: | 4938407 | WATCH-MEMS | |
| Registration Number: | 3162083 | FOXELECTRONICS | |
| Registration Number: | 2437896 | FOX | |
| Registration Number: | 2363798 | FOXONLINE | |
| Registration Number: | 2330526 | | |
| Registration Number: | 2261901 | FOXELECTRONICS | |
| Registration Number: | 2260226 | FOX | |
| Registration Number: | 2260225 | FOX ELECTRONICS | |
| Serial Number: | 90330302 | A | |
| Serial Number: | 90330297 | ABRACON | |
| Serial Number: | 90330306 | ECLIPTEK | |
| Serial Number: | 97351279 | CLEARCLOCK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i> | | | |

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3129932617
Email: atoosa.nowrouzi@lw.com
Correspondent Name: Atoosa nowrouzi
Address Line 1: C/o Latham & Watkins 330 N Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

| | |
|--------------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 057121-0674 AN |
|--------------------------------|----------------|

| | |
|---------------------------|-----------------|
| NAME OF SUBMITTER: | Atoosa Nowrouzi |
|---------------------------|-----------------|

| | |
|-------------------|------|
| SIGNATURE: | /an/ |
|-------------------|------|

| | |
|---------------------|------------|
| DATE SIGNED: | 07/07/2022 |
|---------------------|------------|

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of July 6, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), among Abracon, LLC, a California limited liability company (the “Grantor”), and Antares Capital LP, in its capacities as administrative agent for the Lenders (as defined in the Credit Agreement referred to in the Security Agreement referred to below) and as collateral agent for the Secured Parties (as defined in the Credit Agreement referred to in the Security Agreement referred to below) (in such capacities, together with its successors in such capacities, the “Agent”).

Reference is hereby made to that certain Pledge and Security Agreement, dated as of July 6, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantor, the other grantors party thereto and the Agent, pursuant to which the Grantor has granted a security interest to the Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement. Consistent with the requirements set forth in Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms (including by reference to other agreements) in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all of the following personal property, whether now owned by or owing to or hereafter acquired by or arising in favor of the Grantor, and regardless of where located (collectively, the “Trademark Collateral”):

- (a) all Trademarks listed on Schedule I hereto;
- (b) all rights to sue or otherwise recover for past, present and future misappropriations or infringements of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing;
- (c) all income, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past and future misappropriations or infringements; and
- (d) all accessions to, substitutions and replacements for and Proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

Notwithstanding the foregoing, the term “Trademark Collateral” (and any component definition thereof) shall not include any Excluded Asset; provided that, for the avoidance of doubt, any proceeds or receivables arising out of any Excluded Asset shall not constitute an Excluded Asset and shall be included within the Trademark Collateral unless such proceeds or receivables separately constitute an Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of “Excluded Assets” in the Credit Agreement, the Trademark Collateral shall include, and the relevant Grantor shall be deemed to have

automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be, as if such restriction or condition had never been in effect.

SECTION 3. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. GOVERNING LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. CONSENT TO JURISDICTION; CONSENT TO SERVICE OF PROCESS.

(a) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION (SUBJECT TO THE LAST SENTENCE OF THIS PARAGRAPH (a)) OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN THE BOROUGH OF MANHATTAN, IN THE CITY OF NEW YORK (OR ANY APPELLATE COURT THEREFROM) OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING SHALL (EXCEPT AS PERMITTED BELOW) BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY APPLICABLE REQUIREMENTS OF LAW, FEDERAL COURT. EACH PARTY HERETO AGREES THAT SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENT BY REGISTERED MAIL ADDRESSED TO SUCH PERSON SHALL BE EFFECTIVE SERVICE OF PROCESS AGAINST SUCH PERSON FOR ANY SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT. EACH PARTY HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY APPLICABLE REQUIREMENTS OF LAW. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT REFERRED TO IN THIS PARAGRAPH (a). EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE REQUIREMENTS OF LAW, ANY CLAIM OR DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION, SUIT OR PROCEEDING IN ANY SUCH COURT. EACH PARTY HERETO AGREES THAT THE AGENT RETAINS THE RIGHT TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION SOLELY IN CONNECTION WITH THE EXERCISE OF ITS RIGHTS UNDER THIS AGREEMENT.

(b) TO THE EXTENT PERMITTED BY APPLICABLE REQUIREMENTS OF LAW, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES PERSONAL SERVICE

OF ANY AND ALL PROCESS UPON IT AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL) DIRECTED TO IT AT ITS ADDRESS FOR NOTICES AS PROVIDED FOR IN SECTION 9.01 OF THE CREDIT AGREEMENT. EACH PARTY HERETO HEREBY WAIVES ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER OR UNDER ANY OTHER LOAN DOCUMENT THAT SERVICE OF PROCESS WAS INVALID AND INEFFECTIVE. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE REQUIREMENTS OF LAW.

SECTION 6. Termination or Release.

(a) This Agreement shall continue in effect until the Termination Date, and the Liens granted by the Grantor hereunder shall be automatically released and the Grantor shall automatically be released from its obligations hereunder in the circumstances described in Article 8 or Section 9.22 of the Credit Agreement, as applicable.

(b) In connection with any termination or release pursuant to paragraph (a) above, the Agent shall promptly execute (if applicable) and deliver to the Grantor, at the Grantor's expense, all UCC termination statements and similar documents (including security interest termination and release agreements for filing with the United States Patent and Trademark Office) that the Grantor shall reasonably request (such release documentation to be in a form reasonably satisfactory to the Grantor) to evidence and/or effectuate such termination or release. Any execution and delivery of documents pursuant to this Section 6 shall be without recourse to or representation or warranty by the Agent or any Secured Party (other than as to the Agent's authority to execute and deliver such documents). The Grantor shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 6 pursuant to and to the extent required by Section 9.03(a) of the Credit Agreement.

(c) The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of Trademark Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 6.

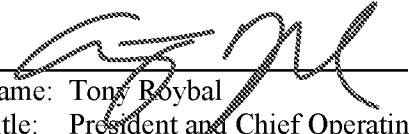
SECTION 7. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 8. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED IN THE TRADEMARK COLLATERAL TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT AND THE OTHER SECURED PARTIES WITH RESPECT TO ANY TRADEMARK COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF EACH APPLICABLE ACCEPTABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY APPLICABLE ACCEPTABLE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF SUCH ACCEPTABLE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day and year first above written.

ABRACON, LLC,
as a Grantor

By: 
Name: Tony Roybal
Title: President and Chief Operating Officer

ANTARES CAPITAL LP,
as Agent

Michael Ahrens

By: _____


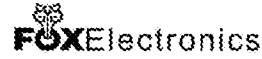


Name: Michael Ahrens

Title: Duly Authorized Signatory


SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT

SCHEDULE I


U.S. Trademark Registrations:

| | Registered Owner | Mark | Registration Number | Registration Date |
|----|------------------|---|---------------------|-------------------|
| 1. | Abracon, LLC | FOXSELECT  | 5978879 | 2/4/2020 |
| 2. | Abracon, LLC | FOXSELECT | 5978878 | 2/4/2020 |
| 3. | Abracon, LLC | HEARTBEAT OF THE IOT | 5429458 | 3/20/18 |
| 4. | Abracon, LLC | WATCH-MEMS | 4938407 | 4/12/16 |
| 5. | Abracon, LLC | FOXElectronics  | 3162083 | 10/24/06 |
| 6. | Abracon, LLC | FOX | 2437896 | 3/27/2001 |
| 7. | Abracon, LLC | FOXONLINE | 2363798 | 7/4/2000 |
| 8. | Abracon, LLC | Fox Design  | 2330526 | 3/21/2000 |
| 9. | Abracon, LLC | FOXElectronics  | 2261901 | 7/20/1999 |

Schedule I-1

| | Registered Owner | Mark | Registration Number | Registration Date |
|-----|------------------|---|---------------------|-------------------|
| 10. | Abracon, LLC | FOX & Design  | 2260226 | 7/13/1999 |
| 11. | Abracon, LLC | FOX ELECTRONICS | 2260225 | 7/13/1999 |

Applied for U.S. Trademark Registrations:

| | Applicant | Mark | Serial Number | Application Date |
|----|--------------|--|---------------|------------------|
| 1. | Abracon, LLC | A  | 90330302 | 11/19/2020 |
| 2. | Abracon, LLC | ABRACON | 90330297 | 11/19/2020 |
| 3. | Abracon, LLC | ECLIPTEK | 90330306 | 11/19/2020 |
| 4. | Abracon, LLC | CLEARCLOCK | 97351279 | 7/7/2022 |