

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM736615

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900681299

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Allparts Music Corporation		09/24/2021	Corporation: TEXAS
Allparts Holdco, Inc.		09/24/2021	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Woodforest National Bank
<b>Street Address:</b>	1330 Lake Robbins Drive
<b>City:</b>	The Woodlands
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77380
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
<b>Registration Number:</b>	5090544	
<b>Registration Number:</b>	5112933	WALRUS AUDIO
<b>Registration Number:</b>	5034699	OMEGA BASS
<b>Registration Number:</b>	3162558	ALLPARTS
<b>Registration Number:</b>	3056366	BADASS
<b>Registration Number:</b>	2611859	ALLPARTS
<b>Serial Number:</b>	90634263	POLYCHROME
<b>Serial Number:</b>	90528806	[R1]
<b>Serial Number:</b>	90528803	[ACS1]

## CORRESPONDENCE DATA

Fax Number: 8169838080

*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: 8169838000

Email: PTO-KC@huschblackwell.com

Correspondent Name: Husch Blackwell LLP

Address Line 1: 4801 Main Street, Suite 1000

Address Line 4: Kansas City, MISSOURI 64112

<b>ATTORNEY DOCKET NUMBER:</b>	539865-27
<b>NAME OF SUBMITTER:</b>	Olivia Miller
<b>SIGNATURE:</b>	/Olivia Miller/
<b>DATE SIGNED:</b>	06/23/2022

**Total Attachments: 5**

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## COLLATERAL ASSIGNMENT OF TRADEMARKS

This COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of September 24, 2021, (“Agreement”), between ALLPARTS MUSIC CORPORATION, a Texas corporation (“Music Corporation”), ALLPARTS HOLDCO, INC., a Delaware corporation (“Holdco”) and collectively with Music Corporation, “Borrower”, and together with its successors and assigns, the “Assignor”, and WOODFOREST NATIONAL BANK, a national banking association (the “Lender”):

### RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of September 24, 2021 (as amended, restated or otherwise modified from time to time, the “Credit Agreement”), among Borrower and the Lender.

(2) In connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of September 24, 2021 (as amended, restated or otherwise modified from time to time, the “Security Agreement”), among the Assignor, the other grantors named therein and the Lender, pursuant to which the Assignor has granted to the Lender a continuing security interest in, collateral assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Lender as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby collaterally assigns, conveys and grants to the Lender, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) all Trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of Trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all Trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all Trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Lender shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof, in each case, to the extent permitted by such licenses or agreements;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all good will related to any of the foregoing;


(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xii) all Proceeds of any and all of the foregoing.

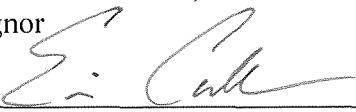
Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Lender primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor and any other Assignors named therein, as debtors, and the Lender, as secured party. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ALLPARTS MUSIC CORPORATION  
as Assignor

By:   
Name: Eric Culberson  
Title: Chief Financial Officer

ALLPARTS HOLDCO, INC.  
as Assignor

By:   
Name: Eric Culberson  
Title: Vice President, Treasurer, and  
Secretary

Accepted and acknowledged by:

**WOODFOREST NATIONAL BANK**

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ALLPARTS MUSIC CORPORATION  
as Assignor

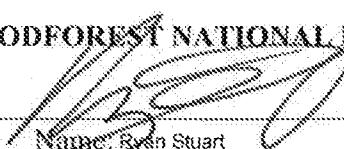
By: \_\_\_\_\_  
Name: Eric Culberson  
Title: Chief Financial Officer

ALLPARTS HOLDCO, INC.  
as Assignor

By: \_\_\_\_\_  
Name: Eric Culberson  
Title: Vice President, Treasurer, and  
Secretary

Accepted and acknowledged by:

**WOODFOREST NATIONAL BANK**

By:  \_\_\_\_\_  
Name: Eyan Stuart  
Title: Senior Vice President, Commercial Banking

[Signature Page to Collateral Assignment of Trademarks]