

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM740914

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Voice Comm, LLC		07/13/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Brightwood Loan Services LLC		
Street Address:	810 Seventh Ave.		
Internal Address:	26th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5395668	ESSENTIALS BY VENTEV	
Registration Number:	4393831	WALLPORT	
Registration Number:	4408383	DASHPORT	
Registration Number:	4823640	CHARGESYNC	
Registration Number:	4942058	TOUGHGLASS	
Registration Number:	4942060	TOUGHGLASS COLORFRAME	
Registration Number:	6054144	WIRELESS WATCHDOCK DUO	
Registration Number:	6103275	WIRELESS CHARGEWRAP MINI	
Registration Number:	6488463	VENTEV	
Registration Number:	6567496	POWERDASH	
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:	14155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Becky L. Troutman, Winston & Strawn LLP		
Address Line 1:	101 California Street		

CH \$265.00 5395668

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER: Becky L. Troutman

SIGNATURE: /Becky L. Troutman/ mp

DATE SIGNED: 07/13/2022

Total Attachments: 6

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TERM INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **TERM INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of July 13, 2022 by the signatory hereto (the “**Grantor**”) in favor of **BRIGHTWOOD LOAN SERVICES LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Term Pledge and Security Agreement, dated as of July 13, 2022 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the payment and performance of the Secured Obligations, pledged, assigned and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, and other applicable Governmental Authorities. All capitalized terms used herein (including the preamble and recitals hereto) not otherwise defined herein shall have the meanings ascribed thereto in the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the payment and performance of the Secured Obligations, whether now existing or hereafter incurred, the Grantor hereby pledges, collaterally assigns and grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following:

(a) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all United States registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

(b) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, (other than any “intent to use” Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)), including, but not limited to (i) the United States registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue

for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Trademarks”).

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Foreign Intellectual Property. Notwithstanding anything to the contrary in this Agreement or the foregoing, nothing in this Agreement shall constitute any representation or warranty as to the validity, enforceability or perfection of the Lien granted hereunder in Collateral that is Intellectual Property registered, issued or arising under the laws of a country other than the United States, nor shall this Agreement create an obligation on the Grantor to make any filings or take any other actions to record or perfect the Collateral Agent’s security interest in and continuing lien on Intellectual Property outside of the United States.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 5. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

Section 7. ABL Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interests granted to the Collateral Agent herein and the exercise of the rights and remedies of the Collateral Agent hereunder and under any other Collateral Document are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and this Agreement or any other Collateral Document, the terms of the ABL Intercreditor Agreement shall govern and control. Notwithstanding anything to the contrary herein, the Collateral Agent acknowledges and agrees that none of the Grantors shall be required to take or refrain from taking any action at the request of the Collateral Agent with respect to the Collateral if such action or inaction would be inconsistent with the terms of the ABL Intercreditor Agreement.

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IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

VOICE COMM, LLC,
as a Grantor

By: Michael Antinozzi
Name: Michael Antinozzi
Title: Chief Financial Officer

[Signature Page to Term Intellectual Property Security Agreement]

TRADEMARK
REEL: 007786 FRAME: 0162

BRIGHTWOOD LOAN SERVICES LLC, as
Collateral Agent

By: 
Name: Sengal Selassie
Title: Managing Member

By: 
Name: Jennifer Patrickakos
Title: Head of Loan Operations

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. United States Copyrights

None.

2. United States Patents

Name of Owner	Title	Patent #	Issue Date	App. #	App. Date	Status
Voice Comm, LLC	Cable Braiding and Strain Relief	D784,267	4/18/2017	29/536,469	8/17/2015	Issued
Voice Comm, LLC	Framed Display Packaging for a Product	10,035,636	7/31/2018	14/725,661	5/29/2015	Issued
Voice Comm, LLC	Inductive Wireless Charging Station	10,277,060	4/30/2019	15/792,354	10/24/2017	Issued
Voice Comm, LLC	Dual Charger for Simultaneous Charging of Consumer Electronic Devices	D887,352	6/16/2020	29/682,881	3/8/2019	Issued
Voice Comm, LLC	Wireless Charger with Integrated Cable Reel	11,316,354	4/26/2022	16/659,725	10/22/2019	Issued
Voice Comm, LLC	Dual Charger for Seperable Base for Simultaneous Charging of Consumer Electronic Devices	D920,907	6/1/2021	29/711,425	10/31/2019	Issued

2. United States Trademarks

Name of Owner	Trademark	Reg. #	Reg. Date	App. #	App. Date	Status
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Voice Comm, LLC	VENTEV ¹	1007383	10/23/2018	2135786	11/26/2015	Registered
Voice Comm, LLC	ESSENTIALS BY VENDEV	5,395,668	2/6/2018	87/527,022	7/13/2017	Registered
Voice Comm, LLC	WALLPORT	4,393,831	8/27/2013	85/709,724	8/22/2012	Registered
Voice Comm, LLC	DASHPORT	4,408,383	9/24/2013	85/709,705	8/22/2012	Registered
Voice Comm, LLC	CHARGESYNC	4,823,640	9/29/2015	86/378,104	8/27/2014	Registered
Voice Comm, LLC	TOUGHGLASS	4,942,058	4/19/2016	86/340,067	7/17/2014	Registered
Voice Comm, LLC	TOUGHGLASS COLORFRAME	4,942,060	4/19/2016	86/340,099	7/17/2014	Registered
Voice Comm, LLC	WIRELESS WATCHDOCK DUO	6,054,144	5/2/2020	88/141,165	10/3/2018	Registered
Voice Comm, LLC	WIRELESS CHARGEWRAP MINI	6,103,275	7/14/2020	88/429,050	5/14/2019	Registered
Voice Comm, LLC	VENTEV	6,488,463	5/25/2010	77/982,829	9/8/2008	Registered
Voice Comm, LLC	THE LAST CABLE YOU'LL EVER NEED	Pending	Pending	97/367,854	4/18/2022	Pending
Voice Comm, LLC	THE LAST CHARGER YOU'LL EVER NEED	Pending	Pending	97/367,816	4/18/2022	Pending
Voice Comm, LLC	POWERDASH	6,567,496	11/23/2021	90/468,228	1/15/2021	Registered

¹ Registered in Canada