

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762240

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE SINGING MACHINE COMPANY, INC.		10/14/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK, NATIONAL ASSOCIATION		
Street Address:	6111 N. River Road		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4895588	CREATING JOY THROUGH MUSIC	
Registration Number:	4895608		
Registration Number:	4620197	SINGING MACHINE	
Registration Number:	5456949	SINGING MACHINE	
Registration Number:	4701552	HOME	
Registration Number:	5446208	KIDS	
Registration Number:	5308171	WISE OL' OWL	
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>			
Email:	laura.o'brien@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Ave.		
Address Line 2:	11th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	538541.00156		
NAME OF SUBMITTER:	Laura O'Brien		
SIGNATURE:	/Laura O'Brien/		

OP \$190.00 4895588

DATE SIGNED:	10/19/2022
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("**Trademark Security Agreement**"), dated as of October 14, 2022, is made by The Singing Machine Company, Inc. ("**Grantor**") in favor of Fifth Third Bank, National Association (the "**Secured Party**").

The Singing Machine Company, Inc., SMC Logistics, Inc. and the Secured Party have entered into a Credit and Security Agreement dated as of October 14, 2022 (the "**Credit Agreement**").

Under the terms of the Credit Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

Grantor and Secured Party therefore agree as follows:

1. **Grant of Security.** Grantor hereby grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**Trademark Collateral**"):
 - (a) the trademark registrations, trademark applications, and trademark licenses set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;
 - (b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Secured Party's request.
3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Trademark Collateral are as provided by the Credit Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.
4. **Execution in Counterparts.** This Trademark Security 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 to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Illinois.

[signature page to follow]

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY

GRANTOR

FIFTH THIRD BANK, NATIONAL
ASSOCIATION

THE SINGING MACHINE COMPANY, INC.

By:  By: _____
Print Name: DAVID L. ENGLER Print Name: _____
Title: Vice President Title: _____

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY

FIFTH THIRD BANK, NATIONAL
ASSOCIATION

GRANTOR

THE SINGING MACHINE COMPANY, INC.

By: _____
Print Name: _____
Title: _____

By: *Lionel Marquis*
Print Name: *Lionel Marquis*
Title: *CFO*

SCHEDULE I

TRADEMARKS

Mark	Reg. No.	Reg. Date	Owner
CREATING JOY THROUGH MUSIC	FEDTM 4895588	February 2, 2016	THE SINGING MACHINE COMPANY INC.
[DESIGN ONLY]	FEDTM 4895608	February 2, 2016	THE SINGING MACHINE COMPANY INC.
SINGING MACHINE	FEDTM 4620197	October 14, 2014	THE SINGING MACHINE COMPANY INC.
SINGING MACHINE	FEDTM 5456949	May 1, 2018	THE SINGING MACHINE COMPANY INC.
HOME	FEDTM 4701552	March 10, 2015	THE SINGING MACHINE COMPANY INC.
KIDS	FEDTM 5446208	April 17, 2018	THE SINGING MACHINE COMPANY INC.
WISE OL' OWL	FEDTM 5308171	October 10, 2017	THE SINGING MACHINE COMPANY, INC.