

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM776683

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900739409

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Acoustic L.P.		10/12/2022	Limited Partnership: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Alter Domus (US) LLC
<b>Street Address:</b>	25 W Washington St 9th floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
<b>Registration Number:</b>	6161648	ACOUSTIC
<b>Registration Number:</b>	2583711	DEMANDTEC
<b>Registration Number:</b>	2492203	TEALEAF
<b>Registration Number:</b>	4248728	SNOOZE
<b>Registration Number:</b>	3426303	
<b>Serial Number:</b>	97382212	SILVERPOP
<b>Registration Number:</b>	3685925	OVERSTAT

**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Email:** zfields@kramerlevin.com

**Correspondent Name:** Kramer Levin Naftalis & Frankel

**Address Line 1:** 1177 Avenue of the Americas

**Address Line 4:** New York, NEW YORK 10036

<b>NAME OF SUBMITTER:</b>	Zachary B. Fields
<b>SIGNATURE:</b>	/Zachary B. Fields/

<b>DATE SIGNED:</b>	12/27/2022
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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of October 12, 2022 (this “Agreement”), between ACOUSTIC, L.P., a Delaware limited partnership (the “Grantor” or the “Borrower”), and Alter Domus (US) LLC, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of October 12, 2022 (the “Credit Agreement”), among ACOUSTIC INTERMEDIATE, L.P., a Delaware limited partnership (“Holdings”), Borrower, the Lenders party thereto and Alter Domus (US) LLC, as Administrative Agent and Collateral Agent and (b) the Collateral Agreement dated as of October 12, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Grantor is the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any and all of its (to the extent constituting Collateral) registered and applied for United States Trademarks, including those set forth on Schedule I attached hereto (but in all cases excluding the Excluded Assets) (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the limitations and provisions of any Intercreditor

Agreement. In the event of any conflict between the terms of any Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

SECTION 7. Governing Law. The terms of Section 9.09 of the Credit Agreement with respect to governing law, submission to jurisdiction, and consent to service of process are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ACOUSTIC, L.P.  
By: Acoustic GP, LLC, its general partner

By:   
Name: Chris Litchford  
Title: Vice President and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


**TRADEMARK**  
**REEL: 007892 FRAME: 0234**

ALTER DOMUS (US) LLC, as Collateral Agent

By: DocuSigned by:  
*Matthew Trybula*  
Name: Matthew Trybula  
Title: Associate Counsel

Schedule I

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

Title	Ser./Reg. Number	Filing/Reg. Date	Owner	Country
ACOUSTIC	6161648	9/29/2020	Acoustic, L.P.	United States of America
DEMANDTEC	2583711	6/18/2002	Acoustic, L.P.	United States of America
TEALEAF	2492203	9/25/2001	Acoustic, L.P.	United States of America
SNOOZE	4248728	11/27/2012	Acoustic, L.P.	United States of America
[TEALEAF DESIGN] 	3426303	5/13/2008	Acoustic, L.P.	United States of America
SILVERPOP	97/382,212	4/26/2022	Acoustic, L.P.	United States of America
OVERSTAT	3685925	9/22/2009	Acoustic, L.P.	United States of America