

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779041

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Short Form Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VideoAmp, Inc.		01/04/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank N.A.		
Street Address:	6460 Las Colinas Boulevard		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6456531	POWERED BY THE VIDEOAMP PLATFORM	
Registration Number:	6262747		
Registration Number:	6262746	VIDEOAMP	
Registration Number:	6262745	VIDEOAMP	
Registration Number:	5373709		
Registration Number:	5117572	XC LOGIC	
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:	212.318.6000		
Email:	yoosonlee@paulhastings.com		
Correspondent Name:	Yooson Sandy Lee		
Address Line 1:	Paul Hastings LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Yooson Sandy Lee		
SIGNATURE:	/s/ Yooson Sandy Lee		
DATE SIGNED:	01/06/2023		

OP \$165.00 6456531

Total Attachments: 5

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AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT

SHORT-FORM TRADEMARK SECURITY AGREEMENT

January 4, 2023

WHEREAS, VIDEOAMP, INC. (the “**Grantor**”), owns and uses in its business, and will in the future (or currently intends in the future to) adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor or certain of its Affiliates have entered into an Amended and Restated Credit Agreement, dated as of January 4, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with Citibank, N.A.(the “**Agent**”), pursuant to which the Agent has agreed to extend certain credit facilities, subject to the terms and conditions set forth therein; and

WHEREAS, pursuant to the terms of an Amended and Restated Pledge and Security Agreement, dated as of January 4, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), among the Grantor, certain Affiliates of the Grantor party thereto and the Agent, the Grantor has created in favor of the Agent a security interest in, and the Agent has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Pledge and Security Agreement, to evidence further the security interest granted by the Grantor to the Agent pursuant to the Pledge and Security Agreement, the Grantor hereby grants to the Agent a security interest in all of the Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located, in each case, other than Excluded Property (as defined in the Credit Agreement) (collectively, but excluding such Excluded Property, the “**Trademark Collateral**”):

(a) all rights, title and interest (including rights acquired pursuant to a license or otherwise, to the extent not constituting Excluded Property) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by the Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of the Grantor’s business symbolized by the Trademarks and associated therewith; and

(b) all proceeds, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Short-Form Trademark Security Agreement, the term “**proceeds**” includes whatever is receivable or received when the foregoing Trademark Collateral or proceeds thereof

are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

THIS SHORT-FORM TRADEMARK SECURITY 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 SHORT-FORM TRADEMARK SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, CALIFORNIA LAW WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is a conflict between the terms of this Short-Form Trademark Security Agreement and the Pledge and Security Agreement, including with respect to the definition of Trademarks, the terms of the Pledge and Security Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Short-Form Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

VIDEOAMP, INC.

DocuSigned by:

Paul Ross

By: _____

368E9572A3E44DE

Name: Paul Ross

Title: Chief Financial Officer

**SCHEDULE A
TO
SHORT-FORM TRADEMARK SECURITY AGREEMENT**

Owner	Mark Name	Status	Application Number	Filed Date	Registration Number	Registration Date	Country
VideoAmp, Inc.	POWERED BY THE VIDEOAMP PLATFORM	Registered	88/676,635	1 November 2019	6456531	17 August 2021	United States
VideoAmp, Inc.	[DESIGN ONLY]	Registered	88/676,628	1 November 2019	6262747	2 February 2021	United States
VideoAmp, Inc.	VIDEOAMP	Registered	88/676,620	1 November 2019	6262746	2 February 2021	United States
VideoAmp, Inc.	VIDEOAMP	Registered	88/676,616	1 November 2019	6262745	2 February 2021	United States

VideoAmp, Inc.	[DESIGN ONLY]	Registered	87/446,593	11 May 2017	5373709	9 January 2018	United States
VideoAmp, Inc.	XC LOGIC	Registered	86/898,180	4 February 2016	5117572	10 January 2017	United States

TRADEMARK

REEL: 007940 FRAME: 0938

RECORDED: 01/06/2023