

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM791658

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIDWEST TRADING GROUP, LLC		03/03/2023	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	127 PUBLIC SQUARE		
City:	CLEVELAND		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	97244370	ITEK	
Serial Number:	87551472	TECH TOYZ	
Registration Number:	6072182	ACCELERATE	
Registration Number:	5797217	AUDIOLUX	
Registration Number:	5797207	AUDIOLUX	
Registration Number:	5466544	TECH TOYZ	
Registration Number:	5179191	WARM HOUSE ELECTRIC FIREPLACES	
Registration Number:	5140169	WARM HOUSE	
Registration Number:	4932545	JOURNEY'S EDGE	
Registration Number:	4827912	POWERXCEL	
Registration Number:	5330318	POWERXCEL	
Registration Number:	4439698	PEAK PERSONAL CARE PRODUCTS	
Registration Number:	4403522	SOUNDLOGIC	
Registration Number:	3458571	TAKASHI	
Registration Number:	3240201	SOLID	
CORRESPONDENCE DATA			
Fax Number:	3032231111		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3032231100
Email: DNTrademarkDocket@bhfs.com
Correspondent Name: Sarah K. Dewar
Address Line 1: 410 Seventeenth Street, Ste 2200
Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	006433.0394
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NAME OF SUBMITTER:	Sarah K. Dewar
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SIGNATURE:	/Sarah K. Dewar/
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DATE SIGNED:	03/03/2023
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Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*IP Security Agreement*”), dated as of March 3, 2023, is made by and among MIDWEST TRADING GROUP, LLC, an Illinois limited liability company (the “*Grantor*”) in favor KEYBANK NATIONAL ASSOCIATION, a national banking association, as the secured party under the Security Agreement referred to below (the “*Secured Party*”).

WHEREAS, the Grantor, Midwest Trading Group Acquisition, LLC, the other Guarantors from time to time party thereto, and the Secured Party are parties to that certain Credit Agreement dated as of the date hereof (as amended, restated, extended, supplemented or otherwise modified from time to time, the “*Credit Agreement*”).

WHEREAS, as a condition precedent to the making of Advances (as defined in the Credit Agreement) by the Secured Party under the Credit Agreement, the Grantor must execute and deliver to the Secured Party that certain Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”, the defined terms of which are used herein unless otherwise defined herein).

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

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Secured Party as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Secured Party, as security for the Obligations a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (the “*IP Collateral*”):

(a) all United States patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including: (i) each patent and patent application listed in *Schedule 1*, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all patentable inventions and improvements thereto, (iv) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto and (vi) all other rights of any kind accruing thereunder or pertaining thereto (the “*Patents*”);

(b) all United States trademarks, trade names, trade dress, 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, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including the registrations and applications listed in *Schedule 2*, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter

due and/or payable with respect thereto and (vi) all other rights of any kind accruing thereunder or pertaining thereto (the “*Trademarks*”); and

(c) all United States copyrights (whether or not the underlying works of authorship have been published), including copyrights in software and all rights in and to databases, all designs (including industrial designs, Protected Designs within the meaning of 17 U.S.C. 1301 et seq. and Community designs), and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, as well as all moral rights, reversionary interests, and termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor, including the registrations and applications listed in *Schedule 3*, (ii) all extensions and renewals thereof, (iii) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (iv) all proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto and (v) all other rights of any kind accruing thereunder or pertaining thereto (the “*Copyrights*”).

Notwithstanding the above, “IP Collateral” shall not include (x) any Patents, Trademarks or Copyrights if the grant of a security interest therein shall constitute or result in the abandonment, invalidation or rendering unenforceable any right, title or interest therein, including any U.S. intent-to-use trademark application prior to the filing and acceptance of a statement of use or affidavit of use in connection therewith, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal Law, or (y) property that is subject to a Permitted Lien to the extent the granting of a security interest with respect to such property pursuant to this IP Security Agreement would be prohibited by the agreement creating such Permitted Lien or would otherwise constitute an event of default (howsoever defined) thereunder, provided, that such property will be deemed Collateral hereunder upon the termination and release of such Permitted Lien.

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP 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 the Secured Party with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreement and the other Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP 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 IP 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 IP Security Agreement.

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

6. Governing Law; Submission to Jurisdiction. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT

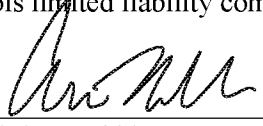
OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. THE GRANTOR IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST SECURED PARTY OR ANY RELATED PARTY OF SECURED PARTY IN ANY WAY RELATING TO THIS IP SECURITY AGREEMENT OR THE TRANSACTIONS RELATING HERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT AGAINST THE GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION. THE GRANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT REFERRED TO IN THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

[Signature page follows]

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

GRANTOR:

MIDWEST TRADING GROUP, LLC,
an Illinois limited liability company

By:  _____

Name: Arion Robbins

Title: Secretary

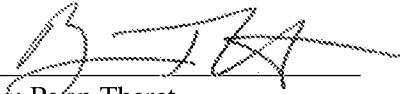
Address for Notices:

Midwest Trading Group, LLC
c/o Winston & Strawn LLP
35 W. Wacker Drive
Chicago, IL 60601-9703
Attention: Arion Robbins; Eric Kaufman
Email: arobbins@dawnpatrolpartners.com; ekaufman@winston.com

AGREED TO AND ACCEPTED:

SECURED PARTY:

KEYBANK NATIONAL ASSOCIATION

By: 
Name: Ryan Theret
Title: Senior Vice President

Address for Notices:
1675 Broadway, Suite 1400
Denver, CO 80202, USA
Attention: Ryan M. Theret
Email: ryan_m_theret@keybank.com

with a copy to:

Brownstein Hyatt Farber Schreck, LLP
410 17th Street, Suite 2200 (through 05/31/2023)
675 15th Street, Suite 2900 (from and after 06/01/2023)
Denver, CO 80202
Attention: Jay Spader
Email: jspader@bhfs.com

Schedule 1
Patents

None.

Schedule 2
U.S. Trademarks

No.	Description	Serial Number	Registration Number	Notes on Ownership
1.	ITEK	97/244,370 (01/28/2022)		Owner MIDWEST TRADING GROUP, LLC
2.	TECH TOYZ	87/551,472 (08/01/2017)	5,477,453 (05/22/2018)	Owner MIDWEST TRADING GROUP, LLC
3.	ACCELERATE (& design)	87/929,783 (05/21/2018)	6,072,182 (06/09/2020)	Owner MIDWEST TRADING GROUP, LLC
4.	AUDIOLUX (& design)	87/907,607 (05/04/2018)	5,797,217 (07/09/2019)	Owner MIDWEST TRADING GROUP, LLC
5.	AUDIOLUX	87/905,716 (05/03/2018)	5,797,207 (07/09/2019)	Owner MIDWEST TRADING GROUP, LLC
6.	TECH TOYZ (& design)	87/556,617 (08/04/2017)	5,466,544 (05/08/2018)	Owner MIDWEST TRADING GROUP, LLC
7.	WARM HOUSE ELECTRIC FIREPLACES (& design)	86/897,884 (02/04/2016)	5,179,191 (04/11/2017)	Owner MIDWEST TRADING GROUP, LLC
8.	WARM HOUSE	86/878,700 (01/18/2016)	5,140,169 (02/14/2017)	Owner MIDWEST TRADING GROUP, LLC

No.	Description	Serial Number	Registration Number	Notes on Ownership
9.	JOURNEY'S EDGE	86/779,494 (10/06/2015)	4,932,545 (04/05/2016)	Owner MIDWEST TRADING GROUP, LLC
10.	POWERXCEL (& design)	86/219,338 (03/12/2014)	4,827,912 (10/06/2015)	Owner MIDWEST TRADING GROUP, LLC
11.	POWERXCEL (& design)	86/852,686 (12/17/2015)	5,330,318 (11/07/2017)	Owner MIDWEST TRADING GROUP, LLC
12.	PEAK PERSONAL CARE PRODUCTS	85/898,828 (04/09/2013)	4,439,698 (11/26/2013)	Owner MIDWEST TRADING GROUP, LLC
13.	SOUNDLOGIC	76/707,776 (05/31/2011)	4,403,522 (09/17/2013)	Owner MIDWEST TRADING GROUP, LLC
14.	TAKASHI	76/666,066 (09/14/2006)	3,458,571 (07/01/2008)	Owner MIDWEST TRADING GROUP, LLC
15.	SOLID	76/575,023 (02/09/2004)	3,240,201 (05/08/2007)	Owner MIDWEST TRADING GROUP, LLC

Schedule 3
U.S. Copyrights

None.