# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM810821

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Voice Comm, LLC		12/22/2022	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

#### **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	97367854	THE LAST CABLE YOU'LL EVER NEED
Serial Number:	97367816	THE LAST CHARGER YOU'LL EVER NEED
Registration Number:	6103275	WIRELESS CHARGEWRAP MINI
Registration Number:	6054144	WIRELESS WATCHDOCK DUO
Registration Number:	5395668	ESSENTIALS BY VENTEV
Registration Number:	4823640	CHARGESYNC
Registration Number:	4393831	WALLPORT
Registration Number:	4408383	DASHPORT
Registration Number:	6488463	VENTEV

### **CORRESPONDENCE DATA**

Fax Number: 2158325619

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.

Phone: 2155695619

timothy.pecsenye@blankrome.com Email:

Timothy D. Pecsenye (074658-22145 F.M.) **Correspondent Name:** 

Blank Rome LLP Address Line 1:

Address Line 2: One Logan Square, 8th Floor

> **TRADEMARK** REEL: 008074 FRAME: 0387

900773241

Address Line 4: Phila	delphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-22145		
NAME OF SUBMITTER:	Timothy D. Pecsenye		
SIGNATURE:	/Timothy D. Pecsenye/		
DATE SIGNED:	05/16/2023		
Total Attachments: 5			
source=IP Security Agreement (PNC - VoiceComm) - EXECUTED VERSION (002)#page1.tif			
source=IP Security Agreement (PNC - VoiceComm) - EXECUTED VERSION (002)#page2.tif			
source=IP Security Agreement (PNC - VoiceComm) - EXECUTED VERSION (002)#page3.tif			
source=IP Security Agreement (PNC - VoiceComm) - EXECUTED VERSION (002)#page4.tif			

source=IP Security Agreement (PNC - VoiceComm) - EXECUTED VERSION (002)#page5.tif

TRADEMARK REEL: 008074 FRAME: 0388

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "<u>Agreement</u>") is made as of this 22nd day of December, 2022, by VOICE COMM, LLC, a Delaware limited liability company ("<u>Grantor</u>"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Grantor (together with any Person joined thereto from time to time as a borrower, collectively the "Borrowers"), the lenders from time to time party thereto (the "Lenders"), and PNC Bank, National Association, as agent for Lenders ("Agent"), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
- 2. <u>GRANT AND REAFFIRMATION OF SECURITY INTEREST</u>. To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in and Lien on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "IP Collateral"), with power of sale to the extent permitted by law:
  - (a) all of Grantor's copyrights and copyright applications (collectively, "Copyrights") and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto;
  - (b) all of Grantor's patents and patent applications (collectively, "Patents"), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto;
  - (c) all of Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "<u>Trademarks</u>"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on <u>Schedule 1</u> hereto;
    - (d) all reissues, continuations or extensions of the foregoing; and

TRADEMARK REEL: 008074 FRAME: 0389

- (e) all products and proceeds of the foregoing, including without limitation any claim by Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.
- 3. <u>SECURITY FOR OBLIGATIONS</u>. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.
- 4. <u>CREDIT AGREEMENT</u>. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- 5. <u>REPRESENTATIONS, WARRANTIES AND AGREEMENTS</u>. Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: <u>Schedule 1</u> hereto accurately lists all registered IP Collateral as of the date hereof.
- 6. <u>AUTHORIZATION TO SUPPLEMENT</u>. If Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new IP Collateral. Without limiting Grantor's obligations under this Section 6, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending <u>Schedule 1</u> to include any such new IP Collateral of Grantor identified in such written notice provided by Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend <u>Schedule 1</u> shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.
- 7. <u>GOVERNING LAW</u>. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.
- 8. <u>COUNTERPARTS</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.
- 9. <u>CONSTRUCTION</u>. Unless the context of this Agreement clearly requires otherwise, the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Section, subsection, clause, schedule, and exhibit references herein are to

this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[signature page follows]

Each of the parties has signed this Agreement as of the day and year first above written.

VOICE COMM, LLC,

a Delaware limited liability company,

as Grantor

By: Name: Michael Antinozzi

Title: Chief Financial Officer

REEL: 008074 FRAME: 0392

### **SCHEDULE 1**

TO

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

## I. Copyrights and Copyright Applications

None.

RECORDED: 05/16/2023

## II. Patents and Patent Applications

Patent Name	Owner	Reg. Date (App. Date)	Patent No. (App. No.)
Cable Braiding and Strain Relief	Voice Comm, LLC	04/18/2017	D784267
Inductive Wireless Charging Station	Voice Comm, LLC	4/30/2019	10,277,060
DUAL CHARGER WITH SEPARABLE BASE FOR SIMULTANEOUS CHARGING OF CONSUMER ELECTRONIC DEVICES	Voice Comm, LLC	06/01/2021	D920907
Dual Charger for Simultaneous Charging of Consumer Electronic Devices	Voice Comm, LLC	6/16/2020	D887,352
WIRELESS CHARGER WITH INTEGRATED CABLE REEL	Voice Comm, LLC	04/26/2022	11316354

## III. <u>Trademarks and Trademark Applications</u>

Mark Name	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)
THE LAST CABLE YOU'LL EVER NEED	Voice Comm, LLC	(04/18/2022)	(97367854)
THE LAST CHARGER YOU'LL EVER NEED	Voice Comm, LLC	(04/18/2022)	(97367816)
WIRELESS CHARGEWRAP MINI	Voice Comm, LLC	07/14/2020	6103275
WIRELESS WATCHDOCK DUO	Voice Comm, LLC	05/12/2020	6054144
essentials by	Voice Comm, LLC	02/06/2018	5395668
CHARGESNYC	Voice Comm, LLC	09/29/20115	4823640
WALLPORT	Voice Comm, LLC	08/27/2013	4393831
DASHPORT	Voice Comm, LLC	09/24/2013	4408383
VENTEV	Voice Comm, LLC	05/25/2010	6488463

**Note:** Two applications were filed on the same day for the VENTEV mark by the same applicant, each relating to different goods and services. On October 28, 2020, Voice Comm acquired certain assets of the owner of these marks. Voice Comm only acquired the mark shown in the table above and did not acquire the other mark (Reg. No. 3794026).

[Intellectual Property Security Agreement (PNC - VoiceComm)] Schedule 1 – Page 1

> TRADEMARK REEL: 008074 FRAME: 0393