

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM816948

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POPSOCKETS LLC		04/09/2018	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT		
Street Address:	1800 Century Park East, Suite 1100		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	97629571	POPSOCKETS	
Serial Number:	97622247	POP	
Serial Number:	97651328		
Registration Number:	7076344	WRITEON	
Registration Number:	7062236	POP	
Registration Number:	6950555	POPSOCKETS	
Registration Number:	6822155	POPCASE	
Registration Number:	6647556	POPPUCK	
Registration Number:	6556908	AIRBAG	
Registration Number:	6279204	POP	
Registration Number:	6373818	POPMOUNT	
Registration Number:	6373662	POPSTATION	
Registration Number:	6246421	POPPOWER	
Registration Number:	6289910	POP	
Registration Number:	6365465	PHONE BETTER	
CORRESPONDENCE DATA			
Fax Number:	3128637806		

OP \$390.00 97629571

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: 3128637198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy J. Brougher, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe, Suite 3300
Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1989.572

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 06/13/2023

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 9th day of April, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 9, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among **POPSOCKETS LLC**, a Colorado limited liability company, together with those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof (each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of April 9, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each

member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:


POPSOCKETS LLC,
a Colorado limited liability company

By: 
Name: David Barnett
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:




WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association

By: 
Name: Minna Lee
Its Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

A. US REGISTERED

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REG. DATE</u>
PopSockets word mark	4,572,125	22 Jul 2014
PopSockets stylized 	4,575,440	29 Jul 2014
PopClip word mark	4,942,725	19 Apr 2014
PopSockets stylized 	5,204,637	16 May 2017
PopSockets icon 	5,394,408	06 Feb 2018

B. US PENDING

<u>TRADEMARK</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
PopSockets word mark	87/674,518	15 Feb 2018
Pop For Purpose	87/856,742	30 March 2018

SCHEDULE I

Schedule I to Trademark Security Agreement is hereby amended by adding the following Trademarks:

TRADEMARK REGISTRATIONS

MARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE	GRANTOR
None (Design only)	88249980	6005170	03/10/20	PopSockets LLC
None (design only)	88249974	6005169	03/10/20	PopSockets LLC
POPTHIRST	88417787	5957839	01/07/20	PopSockets LLC
POPMIRROR	88282758	5922668	11/26/19	PopSockets LLC
POPMINIS	88168164	5757738	05/21/19	PopSockets LLC
POPWALLET	88168161	5757737	05/21/19	PopSockets LLC
POPTOP	88168160	5757736	05/21/19	PopSockets LLC
POPGRIP	88168157	5757735	05/21/19	PopSockets LLC
POPTIVISM	88000525	5783395	06/18/19	PopSockets LLC
None (Design Only)	87924187	5904205	11/05/19	PopSockets LLC
POPSOCKETS	87924177	5747273	05/07/19	PopSockets LLC
TWIST	87798679	5651330	01/08/19	PopSockets LLC
POP	87726998	5662835	01/22/19	PopSockets LLC

SCHEDULE I

Schedule I to Trademark Security Agreement is hereby amended by adding the following Trademarks:

TRADEMARKS

MARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE	GRANTOR
POPSOCKETS	97629571	N/A	Pending – Application filed 10/12/22	PopSockets LLC
POP	97622247	N/A	Pending – Application filed 10/06/22	PopSockets LLC
[Design only]	97651328	N/A	Pending – Application filed 10/27/22	PopSockets LLC
WRITEON	90890082	7076344	06/06/23	PopSockets LLC
POP	88152128	7062236	05/23/23	PopSockets LLC
POPSOCKETS	90139955	6950555	01/10/23	PopSockets LLC
POPCASE	90499472	6822155	08/16/22	PopSockets LLC
POPPUCK	90098308	6647556	02/15/22	PopSockets LLC
AIRBAG	90341045	6556908	11/09/21	PopSockets LLC
POP	88976857	6279204	02/23/21	PopSockets LLC
POPMOUNT	88683812	6373818	06/01/21	PopSockets LLC
POPSTATION	88590080	6373662	06/01/21	PopSockets LLC
POPPOWER	88477561	6246421	01/12/21	PopSockets LLC
POP	88152124	6289910	03/09/21	PopSockets LLC
PHONE BETTER	88765427	6365465	05/25/21	PopSockets LLC