

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819698

| | | | |
|---|------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| RMG Networks Holding Corporation | | 06/26/2023 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Canadian Imperial Bank of Commerce | | |
| Street Address: | 595 Bay Street, 7th Floor | | |
| City: | Toronto | | |
| State/Country: | ONTARIO | | |
| Postal Code: | M5G 2M8 | | |
| Entity Type: | Bank: CANADA | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6169675 | RMG | |
| Registration Number: | 5677546 | RMG | |
| Registration Number: | 6322769 | SYMON | |
| Registration Number: | 5531576 | KORBYT | |
| Registration Number: | 4222205 | RMG | |
| Registration Number: | 4685251 | RMG | |
| Registration Number: | 6301843 | SYMON | |
| Serial Number: | 97334785 | KORBYT | |
| Serial Number: | 90485857 | KORBYT ANYWHERE | |
| 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: | 2023704750 | | |
| Email: | ipteam@cogencyglobal.com | | |
| Correspondent Name: | Rodney Boulware | | |
| Address Line 1: | 1025 Connecticut Ave NW, Suite 712 | | |
| Address Line 2: | COGENCY GLOBAL INC. | | |
| Address Line 4: | Washington, D.C. 20036 | | |

OP \$240.00 6169675

| | |
|--------------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 2039984 TM |
| NAME OF SUBMITTER: | ANDREW NASH |
| SIGNATURE: | /ANDREW NASH/ |
| DATE SIGNED: | 06/26/2023 |

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of June 26, 2023, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and RMG NETWORKS HOLDING CORPORATION, a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank and Grantor are, *inter alios*, entering into a Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Credit Agreement.

B. The Obligations are secured by the Collateral, as defined in the Credit Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Credit Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Bank hereby agree:

1. To secure the Obligations, Grantor grants Bank, for the ratable benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in its Intellectual Property that constitutes Collateral (“Secured Intellectual Property”). Grantor hereby confirms that the attached schedules of Grantor’s U.S. copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Bank to file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement or any provision hereof may not be amended, amended and restated, supplemented, waived, or otherwise modified from time to time except in accordance with Section 10.1 of the Credit Agreement.

4. Upon (1) the actual payment in full of the Obligations (other than any contingent obligations not due and owing), whether or not such amounts are allowed or disallowed vis-à-vis Grantor, and notwithstanding any discharge of any or all such claims pursuant to Section 1141(d) of the Bankruptcy Code or otherwise, (2) the termination of this Agreement, (3) the termination of the Loan Documents, or (4) the release of Grantor from the Obligations in accordance with the Loan Documents, Bank will promptly execute and deliver to Grantor, at Grantor’s expense, all documents that Grantor reasonably requests to evidence such termination or release. Bank hereby agrees to execute and deliver such documents and to perform other actions reasonably necessary to release the security interests and liens when and as reasonably requested.

5. **THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, AND ANY CLAIM, CONTROVERSY, DISPUTE, CAUSE OF ACTION, OR PROCEEDING (WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE) BASED UPON, ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO AND THERETO, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.** This Section 3 shall survive the Discharge of Obligations.

6. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words "execution," "signed," "signature" and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

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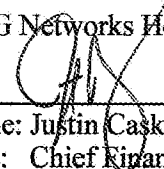
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

RMG Networks Holding Corporation
C/O Clearhaven Partners LP
111 Huntington Ave, 6th Floor
Boston, MA 02199
Attention: Michelle Noon; Christopher Ryan
E-Mail: mnoon@clearhavenpartners.com;
cryan@clearhavenpartners.com

GRANTOR:

RMG Networks Holding Corporation

By: 
Name: Justin Caskey
Title: Chief Financial Officer

Address of Bank:

Canadian Imperial Bank of Commerce
Credit Processing Services
595 Bay Street, 7th Floor
Toronto, Ontario M5G 2M8
Attention: Aaron Ren, Vasa Ratnam
E-Mail: aaron.ren@cibc.com;
vasa.ratnam@cibc.com;
mailbox.innovation@cibc.com

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

RMG Networks Holding Corporation
c/o Clearhaven Partners LP
111 Huntington Ave, 6th Floor
Boston, MA 02199
Attention: Michelle Noon; Christopher Ryan
E-Mail: mnoon@clearhavenpartners.com;
cryan@clearhavenpartners.com

Address of Bank:

Canadian Imperial Bank of Commerce
Credit Processing Services
595 Bay Street, 7th Floor
Toronto, Ontario M5G 2M8
Attention: Aaron Ren, Vasa Ratnam
E-Mail: aaron.ren@cibc.com; vasa.ratnam@cibc.com;
mailbox.innovation@cibc.com


GRANTOR:

RMG NETWORKS HOLDING CORPORATION

By: _____
Name:
Title:

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By:  _____
Name: Ramin Ganjavi
Title: Authorized Signatory


By:  _____
Name: Andrew Phillips
Title: Assistant General Manager

EXHIBIT A

COPYRIGHTS

Registered US Copyrights

None.

EXHIBIT B

PATENTS

Issued US Patents




| Title | App. No. | Filing Date | Patent No. | Issue Date | Status | Record Owner |
|------------------------------|------------|-------------|------------|------------|--------|----------------------------------|
| Player Software Architecture | 16/436,313 | 06/10/2019 | 10,810,353 | 10/20/2020 | Issued | RMG Networks Holding Corporation |
| Scriptlets | 16/436,580 | 06/10/2019 | 11,537,780 | 12/27/2022 | Issued | RMG Networks Holding Corporation |

Pending US Patents


| Title | App. No. | Filing Date | Patent No. | Issue Date | Status | Record Owner |
|------------|-----------|-------------|------------|------------|---------|----------------------------------|
| Scriptlets | 18/053453 | 8/11/2022 | -- | -- | Pending | RMG Networks Holding Corporation |

EXHIBIT C
TRADEMARKS

Registered US Trademarks

| Mark | Country | App. No. | Filing Date | Reg. No. | Reg. Date | Status | Record Owner |
|---|---------|------------|-------------|-------------|------------|------------|----------------------------------|
|  | US | 87/419,857 | 04/21/2017 | 5,677,546 | 02/19/2019 | Registered | RMG Networks Holding Corporation |
|  | US | 87/492,891 | 06/16/2017 | 6,169,67557 | 10/06/2020 | Registered | RMG Networks Holding Corporation |
|  | US | 88/249,753 | 01/04/2019 | 6,322,769 | 04/13/2021 | Registered | RMG Networks Holding Corporation |
| KORBYT | US | 87/514,743 | 07/03/2017 | 5,531,576 | 07/23/2018 | Registered | RMG Networks Holding Corporation |
| RMG | US | 77/788,451 | 07/23/2009 | 4,222,205 | 10/09/2012 | Registered | RMG Networks Holding Corporation |
| RMG | US | 85/831,174 | 01/24/2013 | 4,685,251 | 02/10/2015 | Registered | RMG Networks Holding Corporation |
| SYMON | US | 88/249,743 | 01/04/2019 | 6,301,843 | 03/23/2021 | Registered | RMG Networks Holding Corporation |

Pending US Trademarks

| Mark | Country | App. No. | Filing Date | Reg. No. | Reg. Date | Status | Record Owner |
|---|---------|------------|-------------|----------|-----------|-------------|----------------------------------|
|  | US | 97/334,785 | 03/28/2022 | -- | -- | Pending | RMG Networks Holding Corporation |
| KORBYT ANYWHERE | US | 90/485,857 | 01/25/2021 | -- | -- | Pending ITU | RMG Networks Holding Corporation |

Registered Trademarks and Pending Trademark Applications Licensed to Loan Parties

None.