

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM823757

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		TRADEMARK SECURITY AGREEMENT	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TRANSOM POST OPCO, LLC		07/12/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Blue Torch Finance LLC, as administrative agent		
<b>Street Address:</b>	150 EAST 58TH STREET		
<b>Internal Address:</b>	39TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10155		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 27</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2078871	3202	
Registration Number:	2081107	4402	
Registration Number:	1875151	502	
Registration Number:	3290782		
Registration Number:	1501157	802	
Registration Number:	2081106	9702	
Registration Number:	5968670	ARENAMATCH	
Registration Number:	1860806	AUDITIONER	
Registration Number:	1937249	AUDITIONER	
Registration Number:	3115287	CONTROLSPACE	
Registration Number:	5143030	DELTAQ	
Registration Number:	2990849		
Registration Number:	6034500	DESIGNMAX	
Registration Number:	5581659	EDGEMAX	
Registration Number:	1210335	FREE SPACE	
Registration Number:	1767325	FREESPACE	
Registration Number:	1451566	MODELER	
Registration Number:	1900393	MODELER	

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Property Type	Number	Word Mark
Registration Number:	1381152	OPTI-VOICE
Registration Number:	4150972	POWERMATCH
Registration Number:	6014246	POWERSPACE
Registration Number:	6142566	QUICKHOLD
Registration Number:	4147387	ROOMMATCH
Registration Number:	5143181	SHOWMATCH
Registration Number:	6030191	SMARTBASS
Serial Number:	90510974	ZIIPROOM
Registration Number:	6608973	

**CORRESPONDENCE DATA**

**Fax Number:** 2123108007

*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:** 2123108000

**Email:** juan.arias@weil.com

**Correspondent Name:** Kate Waterman

**Address Line 1:** Weil, Gotshal & Manges LLP

**Address Line 2:** 767 Fifth Avenue

**Address Line 4:** New York, NEW YORK 10153

<b>ATTORNEY DOCKET NUMBER:</b>	K.Waterman - 27500.0018
<b>NAME OF SUBMITTER:</b>	Kate Waterman
<b>SIGNATURE:</b>	/Kate Waterman/
<b>DATE SIGNED:</b>	07/12/2023

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 12th day of July, 2023, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and BLUE TORCH FINANCE LLC, a Delaware limited liability company, in its capacity as collateral agent and administrative agent for each member of the Secured Parties (in such capacities, together with its successors and assigns in such capacities, “Agents”).

### WITNESSETH:

**WHEREAS**, pursuant to that certain Financing Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Financing Agreement”) by and among TRANSOM POST FINANCE CO, LLC, a Delaware limited liability company (the “Parent”), TRANSOM POST MIDCO, LLC, a Delaware limited liability company (together with each subsidiary of the Parent listed as a “Borrower” on the signature pages thereto and each other Person that executes a joinder agreement and becomes a “Borrower” thereunder, each a “Borrower” and collectively, the “Borrowers”), each subsidiary of any Borrower listed as a “Guarantor” on the signature pages thereto (together with the Parent and each other Person that executes a joinder agreement and becomes a “Guarantor” thereunder, each a “Guarantor” and collectively, the “Guarantors”), the lenders from time to time party thereto (each a “Lender” and collectively, the “Lenders”) and Agents, the Secured Parties 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 Secured Parties are willing to make the financial accommodations to Borrowers as provided for in the Financing Agreement, the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agents, for the benefit of Secured Parties, that certain Security Agreement, dated as of the date hereof (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 Agents, for the benefit of the Secured Parties, 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 Financing 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 and pledges to Agents, for the benefit each member of the Secured Parties, 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 (but excluding for the avoidance of doubt, any Excluded Property), the “Trademark Collateral”):

- (a) all of its Trademarks, including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; 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, including right to receive any damages or (ii) injury to the goodwill associated with any Trademark.

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 Agents, the other members of the Secured Parties, 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 Agents, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agents with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. 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 Agents 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 Agents 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 Agents' continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **MISCELLANEOUS.** This Trademark Security Agreement is a Loan Document. For the avoidance of doubt, this Trademark Security Agreement shall be subject to the provisions regarding severability, counterparts and electronic signatures set forth in Sections 12.06 (*Severability*) and 12.08 (*Counterparts; Electronic Signatures*) of the Financing Agreement, and such provisions are incorporated herein by this reference, *mutatis mutandis*.

7. **CONSENT TO JURISDICTION, SERVICE OF PROCESS AND VENUE AND WAIVER OF JURY TRIAL.** FOR THE AVOIDANCE OF DOUBT, THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, SERVICE OF PROCESS AND VENUE AND WAIVER OF JURY TRIAL SET FORTH IN SECTIONS 12.10 AND 12.11 OF THE FINANCING AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

8. **GOVERNING LAW.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF

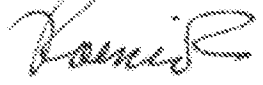
NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF  
NEW YORK.

[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.

**GRANTOR:**

**TRANSOM POST OPCO, LLC,**  
a Delaware limited liability company

By:   
Name: Russell Roenick  
Title: President

[Signature Page to Trademark Security Agreement]

**COLLATERAL AGENT AND  
ADMINISTRATIVE AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**BLUE TORCH FINANCE LLC**, a Delaware limited liability company

DocuSigned by:  
By: Kevin Genda  
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Name: Kevin Genda  
Its Authorized Signatory

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Country	Trademark Name	Application No.	Filing Date	Registration No.	Registration Date
US	3202	75/086,853	10-Apr-96	2,078,871	15-Jul-97
US	4402	75/086,858	10-Apr-96	2,081,107	22-Jul-97
US	502	74/490870	17-Feb-94	1,875,151	24-Jan-95
US	502A Loudspeaker design	78/865691	20-Apr-06	3290782	11-Sep-07
US	802	73/704,854	11-Jan-88	1,501,157	23-Aug-88
US	9702	75/086,845	10-Apr-96	2081106	22-Jul-97
US	ARENAMATCH	88/193624	14-Nov-18	5968670	21-Jan-20
US	AUDITIONER (COMPUTER SOFTWARE)	74/468,889	13-Dec-93	1,860,806	1-Nov-94
US	AUDITIONER(CO MPUTER HARDWARE)	74/612,095	16-Dec-94	1,937,249	21-Nov-95
US	CONTROLSPACE	78546995	13-Jan-05	3115287	11-Jul-06
US	DELTAQ	86835870	1-Dec-15	5143030	14-Feb-17
US	design -802 III	76/315,054	20-Sep-01	2,990,849	6-Sep-05
US	DESIGNMAX	88044421	19-Jul-18	6034500	14-Apr-20
US	EDGEMAX	87438063	5-May-17	5581659	9-Oct-18
US	FREE SPACE	73/309,164	7-May-81	1,210,335	28-Sep-82
US	FreeSpace	74/311,175	4-Sep-92	1,767,325	27-Apr-93
US	MODELER	73/622,045	25-Sep-86	1,451,566	4-Aug-87
US	MODELER	74/387,158	6-May-93	1,900,393	20-Jun-95
US	OPTI-VOICE	73/545,637	1-Jul-85	1381152	4-Feb-86
US	POWERMATCH	85168836	4-Nov-10	4150972	29-May-12
US	POWERSPACE	87942752	31-May-18	6014246	17-Mar-20



Country	Trademark Name	Application No.	Filing Date	Registration No.	Registration Date
US	QUICKHOLD	88207444	27-Nov-18	6142566	1-Sep-20
US	ROOMMATCH	85168835	4-Nov-10	4147387	22-May-12
US	SHOWMATCH	86/888353	27-Jan-16	5143181	14-Feb-17
US	SMARTBASS	88208449	28-Nov-18	6030191	7-Apr-20
US	ZIIPROOM	90510974	4-Feb-20		
US	DESIGN (Bose WORK ICON)	88693044	14-Nov-19	6,608,973	4-Jan-22

TRADEMARK

REEL: 008130 FRAME: 0414

RECORDED: 07/12/2023