

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM832957

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ESSEX TECHNOLOGY GROUP, LLC		08/18/2023	Limited Liability Company: DELAWARE
ETGBH HOLDINGS, LLC		08/18/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CRYSTAL FINANCIAL LLC D/B/A SLR CREDIT SOLUTIONS, as Administrative Agent		
<b>Street Address:</b>	Two International Place, 17th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5203871	BARGAIN HUNT	
<b>Registration Number:</b>	5040396	BARGAIN HUNT	
<b>Registration Number:</b>	5905229	CLOVER MEDIA	
<b>Registration Number:</b>	3961518	ESSEX	
<b>Registration Number:</b>	6115135	ESSEX WHOLESALE	
<b>Serial Number:</b>	88683846	CLOVER MEDIA	
<b>Serial Number:</b>	97620936	THE CRAZY CLOVER CLUB	
<b>Serial Number:</b>	97620941	THE CRAZY CLOVER CLUB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6179518736		
<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>			
<b>Phone:</b>	6173417729		
<b>Email:</b>	katarzyna.gaysunas@morganlewis.com		
<b>Correspondent Name:</b>	Katarzyna Gaysunas		
<b>Address Line 1:</b>	1 Federal St		
<b>Address Line 2:</b>	c/o Morgan, Lewis & Bockius LLP		

CH \$215.00 5203871

**Address Line 4:** Boston, MASSACHUSETTS 02110-1726

**NAME OF SUBMITTER:** Katarzyna Gaysunas

**SIGNATURE:** /Katarzyna Gaysunas/

**DATE SIGNED:** 08/18/2023

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of August 18, 2023 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, this "Agreement"), among ESSEX TECHNOLOGY GROUP, LLC, a Delaware limited liability company (the "Company") and ETGBH HOLDINGS, LLC, a Delaware limited liability company ("Holdings", and together with the Company, each a "Grantor" and, collectively, the "Grantors"), and CRYSTAL FINANCIAL LLC D/B/A SLR CREDIT SOLUTIONS, as Administrative Agent (in such capacity, together with its successors and assigns, the "Administrative Agent").

Reference is made to (a) the Credit Agreement, dated as of August 18, 2023, by and among the Company, Holdings, certain other Subsidiaries of Holdings from time to time party thereto as "Borrowers" (the Company, together with such subsidiaries each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), certain other Subsidiaries of Holdings from time to time party thereto as Guarantors (Holdings, together with such subsidiaries, each, a "Guarantor" and collectively, the "Guarantors"), the financial institutions from time to time party thereto as lenders (each, a "Lender" and, collectively, the "Lenders"), and the Administrative Agent (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), and (b) the Pledge and Security Agreement, dated as of August 18, 2023, by and among the Grantors party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Obligations and the Grantors have secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all such Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks"),

(b) all reissues, continuations, extensions and renewals thereof and amendments thereto,

(c) all goodwill associated therewith or symbolized by any of the foregoing,

(d) all rights to sue or otherwise recover for any past, present and future infringement or other violation of any of the foregoing,

(e) all Proceeds, including without limitation, income, fees, royalties, damages and payments (including, without limitation, proceeds of suits) now and hereafter due and/or payable thereunder and with respect thereto, including damages and payments for past, present or future infringements thereof, and

(f) all other assets, rights and interests that uniquely reflect or embody such goodwill.

3 Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4 Counterparts. This 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 of this Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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[Continued on the following page.]

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

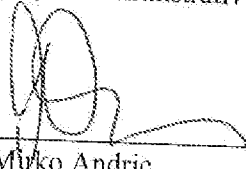
**ESSEX TECHNOLOGY GROUP, LLC**, a Delaware limited liability company

DocuSigned by:  
*Brian Sullivan*  
By: 7C0498CE039B48B...  
Name: Brian Sullivan  
Title: Chief Financial Officer



**ETGBH HOLDINGS, LLC**, a Delaware limited liability company


DocuSigned by:  
*Brian Sullivan*  
By: 7C0498CE039B48B...  
Name: Brian Sullivan  
Title: Chief Financial Officer

**CRYSTAL FINANCIAL LLC D/B/A SLR CREDIT  
SOLUTIONS, as Administrative Agent**

By:   
Name: Mirko Andric  
Title: Senior Managing Director

SCHEDULE I  
TRADEMARKS

Loan Party	Trademark	Application No.	Filing Date	Registration No.	Registration Date
Essex Technology Group, LLC	BARGAIN HUNT	87183692	09/26/2016	5203871	05/16/2017
Essex Technology Group, LLC	 <b>Bargain Hunt</b>	86893049	02/01/2016	5040396	09/13/2016
Essex Technology Group, LLC	 <b>Clover Media</b>	88287570	02/04/2019	5905229	11/05/2019
Essex Technology Group, LLC	ESSEX	85130320	09/15/2010	3961518	05/17/2011
Essex Technology Group, LLC	CLOVER MEDIA	88683846	11/07/2019	N/A	N/A
Essex Technology Group, LLC	ESSEX WHOLESALE	88682228	11/06/2019	6115135	07/28/2020
Essex Technology Group, LLC	THE CRAZY CLOVER CLUB	97620936	10/05/2022	N/A	N/A

Essex Technology Group, LLC		97620941	10/05/2022	N/A	N/A
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