

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM833998

<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>	ACON BH Investors I, L.L.C.		
<b>Street Address:</b>	1133 Connecticut Avenue NW, Suite 700		
<b>City:</b>	Washington		
<b>State/Country:</b>	D.C.		
<b>Postal Code:</b>	20036		
<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>	7036106200		
<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>	7036106100		
<b>Email:</b>	dctrademark@hoganlovells.com		
<b>Correspondent Name:</b>	Greta D. Feldman of Hogan Lovells US LLP		
<b>Address Line 1:</b>	8350 Broad St. 17th Floor		
<b>Address Line 4:</b>	Tysons,, VIRGINIA 22102		

CH \$215.00 5203871

<b>NAME OF SUBMITTER:</b>	Greta D. Feldman of Hogan Lovells US LLP
<b>SIGNATURE:</b>	/Greta D. Feldman/
<b>DATE SIGNED:</b>	08/23/2023
<b>Total Attachments: 6</b> source=Bargain Hunt_ACON - Trademark Security Agreement#page1.tif source=Bargain Hunt_ACON - Trademark Security Agreement#page2.tif source=Bargain Hunt_ACON - Trademark Security Agreement#page3.tif source=Bargain Hunt_ACON - Trademark Security Agreement#page4.tif source=Bargain Hunt_ACON - Trademark Security Agreement#page5.tif source=Bargain Hunt_ACON - Trademark Security Agreement#page6.tif	

## 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"), ETGBH HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), and together with the Company, each a "Grantor" and, collectively, the "Grantors"), and ACON BH INVESTORS I, L.L.C., as Holder (in such capacity, together with its successors and assigns, the "Holder").

Reference is made to the Subordinated and Secured Promissory Note, dated as of August 18, 2023, by and among the Company, Holdings, the other Subsidiaries of Holdings from time to time party thereto as "Obligors" (collectively, the "Obligors"), and the Holder (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Subordinated Note").

The Holder has agreed to extend credit to the Obligors subject to the terms and conditions set forth in the Subordinated Note and have secured their obligations pursuant to the Subordinated Note. The obligation of the Holder 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 Subordinated Note.

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 Subordinated Note, did and hereby does grant to the Holder (and its successors and assigns) 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 Subordinated Note. The security interests granted to the Holder herein are granted in furtherance, and not in limitation of, the security interests granted to the Holder pursuant to the Subordinated Note. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Holder with respect to the Trademark Collateral are more fully set forth in the Subordinated Note, 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 Subordinated Note, the terms of the Subordinated Note 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.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

[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

ACON BH INVESTORS I, L.L.C., as  
Administrative Agent

DocuSigned by:  
*Kenneth Brotman*  
By: \_\_\_\_\_  
62FAC8C588404A9...  
Name: Kenneth Brotman  
Title: Managing Director



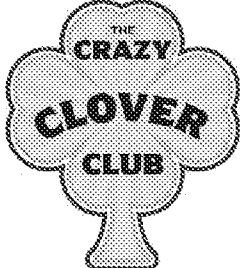
[Bargain Hunt – Signature Page to Trademark Security Agreement (Subordinated Note)]

**TRADEMARK**  
**REEL: 008175 FRAME: 0935**

SCHEDULE I  
TRADEMARKS

[Attached.]

**Active matters list including U.S. TM Registration Portfolio Information**  
May 4, 2023

<b>Owner</b>	<b>Trademark or Matter Name</b>	<b>Next Due Date</b>	<b>Application No. &amp; Filing Date</b>	<b>Reg. No. &amp; Reg. Date</b>	<b>Law firm Reference No.</b>
ESSEX TECHNOLOGY GROUP, LLC	BARGAIN HUNT	Maintenance due May 16, 2027	87183692 Sep. 26, 2016	5203871 May 16, 2017	304.1
ESSEX TECHNOLOGY GROUP, LLC	 <b>Bargain Hunt</b>	Maintenance due Sept. 13, 2026	86893049 Feb. 1, 2016	5040396 Sept. 13, 2016	304.4
ESSEX TECHNOLOGY GROUP, LLC	 <b>Clover Media</b>	Maintenance due Nov. 5, 2025	88287570 Feb. 4, 2019	5905229 Nov. 5, 2019	304.9
ESSEX TECHNOLOGY GROUP, LLC	ESSEX	Maintenance due May 17, 2031	85130320 Sept. 15, 2010	3961518 May 17, 2011	304.11
ESSEX TECHNOLOGY GROUP, LLC	CLOVER MEDIA	Examination is suspended until the cited prior-filed application either registers or abandons.	88683846 Nov. 7, 2019	NA	304.12
ESSEX TECHNOLOGY GROUP, LLC	ESSEX WHOLESAL	Maintenance due July 28, 2026	88682228 Nov. 6, 2019	6115135 July 28, 2020	304.14
ESSEX TECHNOLOGY GROUP, LLC	THE CRAZY CLOVER CLUB	Awaiting examination	97620936 Oct. 5, 2022	NA	304.20
ESSEX TECHNOLOGY GROUP, LLC		Awaiting examination	97620941 Oct. 5, 2022	NA	304.22