

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM836374

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ViewSonic Corporation		08/31/2023	Corporation:
RECEIVING PARTY DATA			
Name:	Citibank, N.A.		
Street Address:	6460 Las Colinas Blvd.		
Internal Address:	Mail Code CC1-30		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 40			
Property Type	Number	Word Mark	
Registration Number:	2408609		
Registration Number:	3711234		
Registration Number:	7050664		
Serial Number:	98002269	AIRPEN	
Registration Number:	4550556	AIRSYNC	
Registration Number:	5080573	AUTOPROJECT	
Registration Number:	2693780	AUTOTUNE	
Serial Number:	97860835	CHIRP	
Serial Number:	97860761	CHIRPED	
Serial Number:	97860887	CLASSSWIFT	
Registration Number:	5814415	COLORPRO	
Registration Number:	4355299	DYNAMIC ECO	
Registration Number:	2168827	EXPRESS EXCHANGE	
Registration Number:	4924151	LIGHTSTREAM	
Serial Number:	97174528	MVB	
Registration Number:	5865453	MY	
Registration Number:	6709168	MYVIEWBOARD	
Registration Number:	2981259	NEXTV	

OP \$1015.00 2408609

Property Type	Number	Word Mark
Registration Number:	2724606	OPTISYNC
Registration Number:	4952249	PORTALL
Registration Number:	6154309	SEE AND HEAR THE DIFFERENCE
Registration Number:	2041677	SEE THE DIFFERENCE
Registration Number:	4952247	SONICEXPERT
Registration Number:	2257611	SUPERCLEAR
Registration Number:	4089255	SUPERCLEAR
Registration Number:	4572759	TOUCH THE DIFFERENCE
Registration Number:	7050663	UNIVERSE BY VIEWSONIC
Serial Number:	97852898	VCAST
Registration Number:	4924020	VIEWBOARD
Registration Number:	4721406	VIEWCARE
Registration Number:	1832640	VIEWMATCH
Registration Number:	2782835	VIEWMATE
Registration Number:	3875762	VIEWPAD
Registration Number:	5092016	VIEWSIGN
Registration Number:	2086835	VIEWSONIC
Registration Number:	2404250	VIEWSONIC
Registration Number:	2410609	VIEWSONIC
Registration Number:	3759883	VIEWSONIC
Registration Number:	5466222	WOODPAD
Registration Number:	2713725	XTREMEVIEW

CORRESPONDENCE DATA

Fax Number: 3124996701

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.

Email: ahesla@duanemorris.com

Correspondent Name: Barry Steinman

Address Line 1: 30 South 17th Street

Address Line 2: Duane Morris LLP

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: H2886-00003

NAME OF SUBMITTER: Barry Steinman

SIGNATURE: /s/Barry Steinman

DATE SIGNED: 09/01/2023

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 31st day of August, 2023, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **CITIBANK, N.A.**, in its capacity as Secured Party for itself, as lender ("Lender"), and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 31, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among ViewSonic Corporation, a Delaware corporation (together with any entity that may hereafter become party thereto as a Borrower, individually, a "Borrower" and collectively, "Borrowers"), ViewSonic Corporation, a Cayman Islands company (together with any entity that may hereafter become party thereto as a Guarantor), and Lender, Lender has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lender 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 Secured Party, for the benefit of Lender and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of August 31, 2023 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Secured Party, for the benefit of Lender 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 Guaranty and 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 Guaranty and 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 Secured Party, for the benefit of Lender 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 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 Intellectual Property License

(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 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 Secured Party, the Lender, 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 Secured Party, for the benefit of Lender and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Secured Party 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 Secured Party 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 Secured Party'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 GUARANTY AND 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:

VIEWSONIC CORPORATION, a Delaware corporation

By: 
Name: Sung Yi
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY:

CITIBANK, N.A.

By: _____
Name: Eleanor Chan
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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:


VIEWSONIC CORPORATION, a Delaware corporation

By: _____
Name: Sung Yi
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY:



CITIBANK, N.A.

By:  _____
Name: Eleanor Chan
Title: Senior Vice President


SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Mark	Country	Serial Number and Date	Registration Number and Date
ViewSonic Corporation	 3 Birds Logo DESIGN ONLY	United States	75873387 12/16/1999	2408609 11/28/2000
ViewSonic Corporation	 3 Birds Logo (colors) DESIGN ONLY	United States	77603446 10/29/2008	3711234 11/17/2009
ViewSonic Corporation	 DESIGN ONLY	United States	97393103 05/03/2022	7050664 05/09/2023
ViewSonic Corporation	AIRPEN	United States	98002269 05/18/2023	N/A
ViewSonic Corporation	AIRSYNC	United States	86033005 08/8/2013	4550556 06/17/2014
ViewSonic Corporation	AUTOPROJECT	United States	86833280 11/28/2015	5080573 11/15/2016
ViewSonic Corporation	AUTOTUNE	United States	76064061 06/05/2000	2693780 03/04/2003

Grantor	Mark	Country	Serial Number and Date	Registration Number and Date
ViewSonic Corporation	CHIRP	United States	97860835 03/28/2023	N/A
ViewSonic Corporation	CHIRPED	United States	97860761 03/28/2023	N/A
ViewSonic Corporation	CLASSSWIFT	United States	97860887 03/28/2023	N/A
ViewSonic Corporation	COLORPRO	United States	87793541 02/12/2018	5814415 06/23/2019
ViewSonic Corporation	DYNAMIC ECO 	United States	85629759 05/18/2012	4355299 06/18/2013
ViewSonic Corporation	EXPRESS EXCHANGE	United States	75073470 03/15/1996	2168827 06/30/1998
ViewSonic Corporation	LIGHTSTREAM	United States	86527829 02/07/2015	4924151 03/22/2016
ViewSonic Corporation	MVB	United States	97174528 12/16/2021	N/A
ViewSonic Corporation	MY 	United States	88031545 06/10/2018	5865453 09/24/2019
ViewSonic Corporation	MYVIEWBOARD	United States	88031637 07/10/2018	6709168 04/26/2022
ViewSonic Corporation	NEXTV	United States	76139413 10/03/2000	2981259 08/02/2003

Grantor	Mark	Country	Serial Number and Date	Registration Number and Date
ViewSonic Corporation	OPTISYNC	United States	75750612 07/14/1999	2724606 06/10/2003
ViewSonic Corporation	PORTALL	United States	86441111 10/31/2014	4952249 05/03/2016
ViewSonic Corporation	SEE AND HEAR THE DIFFERENCE	United States	88351119 03/21/2019	6154309 09/15/2020
ViewSonic Corporation	SEE THE DIFFERENCE	United States	74710080 08/02/1995	2041677 03/04/1997
ViewSonic Corporation	SONIC EXPERT	United States	86440413 10/30/2014	4952247 05/03/2016
ViewSonic Corporation	SUPERCLEAR	United States	75246824 02/24/1997	2257611 06/29/1999
ViewSonic Corporation	SUPERCLEAR	United States	85302894 04/23/2011	4089255 01/17/2012
ViewSonic Corporation	TOUCH THE DIFFERENCE	United States	85464863 11/04/2011	4572759 06/22/2014
ViewSonic Corporation	UNIVERSE BY VIEWSONIC 	United States	97393082 05/03/2022	7050663 05/09/2023
ViewSonic Corporation	VCAST	United States	97852898 03/23/2023	N/A
ViewSonic Corporation	VIEWBOARD	United States	86491546 12/29/2014	4924020 03/22/2016

Grantor	Mark	Country	Serial Number and Date	Registration Number and Date
ViewSonic Corporation	VIEWCARE	United States	86208454 03/01/2014	4721406 04/14/2015
ViewSonic Corporation	VIEWMATCH	United States	74376019 04/06/1993	1832640 04/26/1994
ViewSonic Corporation	VIEWMATE	United States	76380664 03/11/2002	2782835 11/11/2003
ViewSonic Corporation	VIEWPAD	United States	77854903 10/22/2009	3875762 11/16/2010
ViewSonic Corporation	VIEWSIGN	United States	86596452 04/14/2015	5092016 11/29/2016
ViewSonic Corporation	VIEWSONIC AND 3 BIRDS LOGO 	United States	74710084 08/02/1995	2086835 08/12/1997
ViewSonic Corporation	VIEWSONIC	United States	75873388 12/16/1999	2404250 11/14/2000
ViewSonic Corporation	VIEWSONIC AND 3 BIRDS LOGO	United States	75873386 12/16/1999	2410609 12/05/2000
ViewSonic Corporation	VIEWSONIC	United States	77603486 10/29/2008	3759883 03/16/2010
ViewSonic Corporation	WOODPAD	United States	87504186 06/25/2017	5466222 05/08/2018
ViewSonic Corporation	XTREMEVIEW	United States	75580920 11/02/1998	2713725 05/06/2003

Trade Names

None

Common Law Trademarks

None

Trademarks Not Currently In Use

None

Trademark Licenses

None