

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837971

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ava Enterprises, Inc.		06/29/2023	Corporation: CALIFORNIA
Melody Audio International		06/29/2023	Corporation: CALIFORNIA
Soundstorm Laboratories Corporation		06/29/2023	Corporation: CALIFORNIA
NYNE Multimedia, Inc.		06/29/2023	Corporation: CALIFORNIA
Speece, Inc.		06/29/2023	Corporation: DELAWARE
Alltail, Inc.		06/29/2023	Corporation: NEVADA
Marketplace Brands, Inc.		06/29/2023	Corporation: CALIFORNIA
Boonam, Inc.		06/29/2023	Corporation: CALIFORNIA
Mymonki, Inc.		06/29/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Valley National Bank		
Street Address:	1455 Valley Road		
City:	Wayne		
State/Country:	NEW JERSEY		
Postal Code:	07470		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	6867991	NJOIE	
Registration Number:	1730794	BOSS AUDIO SYSTEMS	
Registration Number:	3104490	PLANET AUDIO	
Registration Number:	3088140	PLANET AUDIO	
Registration Number:	2250259	SOUND STORM LABORATORIES	
Registration Number:	2166457	PLANET AUDIO	
Registration Number:	2166448	PLANET AUDIO	
Registration Number:	4230612	NYNE	
Registration Number:	4230611	NYNE	
CORRESPONDENCE DATA			

OP \$240.00 6867991

Fax Number:

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: 2155695619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy Pecsenye (KH 016263-01015)
Address Line 1: One Logan Square, 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	016263-01015
NAME OF SUBMITTER:	Timothy D. Pecsenye
SIGNATURE:	/Timothy D. Pecsenye/
DATE SIGNED:	09/08/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 29th day of June, 2023, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and VALLEY NATIONAL BANK (successor by merger to Bank Leumi USA)(“Lender”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of June 29, 2023 by and between AVA ENTERPRISES, INC., a California corporation (“Ava”), MELODY AUDIO INTERNATIONAL, a California corporation (“Melody”), SOUNDSTORM LABORATORIES CORPORATION, a California corporation (“Soundstorm”), NYNE MULTIMEDIA, INC., a California corporation (“NYNE”), SPEECE, INC., a Delaware corporation (“Speece”), ALLTAIL, INC., a Nevada corporation (“Alltail”), MARKETPLACE BRANDS, INC., a California corporation (“MBI”), BOONAM, INC., a California corporation (“Boonam”), MYMONKI, INC., a California corporation (“Mymonki”, and together with Ava, Melody, Soundstorm, NYNE, Speece, Alltail, MBI, Boonam and each Person who may thereafter become party thereto as a Borrower, individually, a “Borrower” and collectively, “Borrowers”), and Lender (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), 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 is 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 Lender the Security Agreement, dated as of June 29, 2023 (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 Lender, 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, Grantors hereby agree 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 Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1.2 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, assigns, and pledges to Lender to secure the Secured Obligations, a continuing 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 Trademark 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 Trademark Intellectual Property License; 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 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 Trademark 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 any Grantor to Lender, whether or not they are unenforceable or not allowable due to the existence of a case under the U.S. Bankruptcy Code 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 Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Security Agreement, the Security Agreement shall control.

5. Authorization to Supplement. Grantors shall give Lender not less than five (5) Business Days' prior written notice before filing any additional application for registration of any Trademark and prompt notice in writing of any additional trademark registrations granted therefor after the date hereof. Without limiting the obligations of any Grantor under this Section, each Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future United States registered Trademarks or applications therefor of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way invalidate, limit or otherwise adversely affect Lender'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.

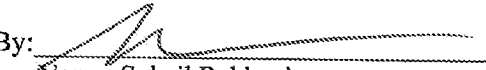
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

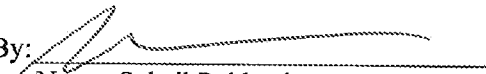
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

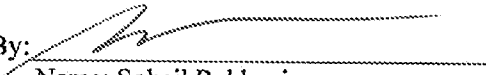
AVA ENTERPRISES, INC.

By: 
Name: Soheil Rabbani
Title: President

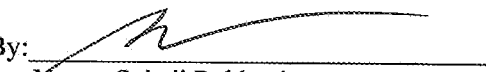
MELODY AUDIO INTERNATIONAL

By: 
Name: Soheil Rabbani
Title: President

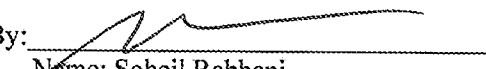
SOUNDSTORM LABORATORIES CORPORATION

By: 
Name: Soheil Rabbani
Title: President

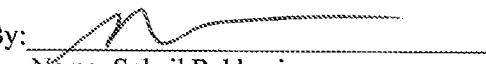
NYNE MULTIMEDIA, INC.

By: 
Name: Soheil Rabbani
Title: President


SPEECE, INC.

By: 
Name: Soheil Rabbani
Title: President

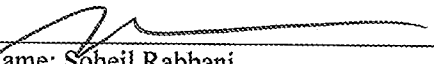
ALLTAIL, INC.

By: 
Name: Soheil Rabbani
Title: President


MARKETPLACE BRANDS, INC.

By: 
Name: Soheil Rabbani
Title: President

BOONAM, INC.

By: 
Name: Soheil Rabbani
Title: President

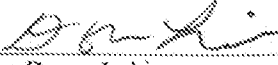
MYMONKI, INC.

By: 
Name: Soheil Rabbani
Title: President

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

VALLEY NATIONAL BANK (successor by merger to Bank Leumi USA)

By: 
Name: Donna Lubin
Title: First Vice President

[Signature Page to Trademark Security Agreement (VNB - Avs)]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Application/ Registration No.</u>	<u>App/Reg Date</u>
Ava Enterprises, Inc.	USA	NJOIE	6867991	10/04/2022
Ava Enterprises, Inc.	USA	BOSS AUDIO SYSTEMS	1730794	11/10/1992
Melody Audio International	USA	 Planet Audio	3104490	06/13/2006
Melody Audio International	USA	PLANET AUDIO	3088140	05/02/2006
Melody Audio International	USA	SOUND STORM LABORATORIES	2250259	06/01/1996
Melody Audio International	USA	 Planet Audio	2166457	06/16/1998
Melody Audio International	USA	PLANET AUDIO	2166448	06/16/1998
Nyne Multimedia, Inc.	USA	NYNE	4230612	10/23/2012
Nyne Multimedia, Inc.	USA	NYNE	4230611	10/23/2012