

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM857627

<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>
AAMP of Florida, Inc.		12/01/2023	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MidCap Financial Trust		
<b>Street Address:</b>	7255 WOODMONT AVENUE, SUITE 300		
<b>Internal Address:</b>	C/O MIDCAP FINANCIAL SERVICES, LLC, AS SERVICER		
<b>City:</b>	BETHESDA		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	STATUTORY TRUST: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97764399	STINGER AUDIO	
<b>Serial Number:</b>	97764442	ASONIC	
<b>Serial Number:</b>	97842385	OP SIS	
<b>Serial Number:</b>	98199792	OP SIS BY STINGER	
<b>Serial Number:</b>	98225881	STINGER	
<b>Serial Number:</b>	98225786	STINGER SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>	617.526.9617		
<b>Email:</b>	ypan@proskauer.com		
<b>Correspondent Name:</b>	Abid Khalid		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	Eleven Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8299		
<b>ATTORNEY DOCKET NUMBER:</b>	11964-259		
<b>NAME OF SUBMITTER:</b>	Abid Khalid		
<b>SIGNATURE:</b>	/Abid Khalid/		

CH \$165.00 97764399

<b>DATE SIGNED:</b>	12/01/2023
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**Total Attachments: 6**

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- source=AAMP - Trademark Security Agreement - 7A (Executed)#page2.tif
- source=AAMP - Trademark Security Agreement - 7A (Executed)#page3.tif
- source=AAMP - Trademark Security Agreement - 7A (Executed)#page4.tif
- source=AAMP - Trademark Security Agreement - 7A (Executed)#page5.tif
- source=AAMP - Trademark Security Agreement - 7A (Executed)#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 1, 2023, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of MidCap Financial Trust (“**MidCap**”), as agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for the Lenders and the L/C Issuer (as each is defined in the Credit Agreement referred to below) and the other Secured Parties.

## W I T N E S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of November 5, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among AAMP Holdings, Inc., a Florida corporation (“**Holdings**”), AAMP Global Holdings, Inc., a Delaware corporation (the “**US Borrower**”), AAMP Armour Group Limited, a company incorporated in England and Wales with registered number 08907676 (the “**UK Borrower**”, and, together with the US Borrower, the “**Borrowers**” and each individually, a “**Borrower**”), the other persons designated as Credit Parties (as defined therein) time to time party thereto, the Lenders from time to time party thereto and MidCap, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement dated as of November 5, 2019, in favor of the Agent (the “**Guaranty and Security Agreement**”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

- (a) Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
- (b) Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due

(whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

(i) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto, provided that, notwithstanding the foregoing, the Collateral shall exclude any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed with the United States Patent and Trademark Office, or if filed, has not been deemed in conformance with applicable requirements of, or examined and accepted, respectively, by, the United States Patent and Trademark Office; provided further that, upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Collateral.;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(c) Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent 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.

(d) Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

(e) Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

(f) Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AAMP of Florida Inc., as Grantor

By: Steven Verano  
Name: Steven Verano  
Title: Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

**MIDCAP FINANCIAL TRUST,**  
as Agent

By: Apollo Capital Management, L.P., its investment manager

By: Apollo Capital Management GP, LLC, its general partner

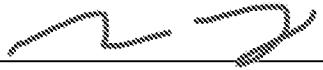
By: \_\_\_\_\_  
Name: Maurice Amsellem  
Title: Authorized Signatory

ACCEPTED AND AGREED  
as of the date first above written:

**MIDCAP FINANCIAL TRUST,**  
as Agent


By: Apollo Capital Management, L.P., its investment manager

By: Apollo Capital Management GP, LLC, its general partner

By:   
\_\_\_\_\_  
Name: Maurice Amsellem  
Title: Authorized Signatory

**Schedule 1**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

US Trademarks

Country	Trademark	Application Number	Application Date	Registration Date	Owner	Status
US	STINGER AUDIO	97764399	January 23, 2023	TBD	AAMP of Florida, Inc.	Pending
US	ASONIC	97764442	Jan. 23, 2023	TBD	AAMP of Florida, Inc.	Pending
US	OP SIS	97842385	Mar. 16, 2023	TBD	AAMP of Florida, Inc.	Pending
US	OP SIS BY STINGER	98199792	Sep. 27, 2023	TBD	AAMP of Florida, Inc.	Pending
US		98225881	Oct. 16, 2023	TBD	AAMP of Florida, Inc.	Pending
US	STINGER SOLUTIONS	98225786	Oct. 16, 2023	TBD	AAMP of Florida, Inc.	Pending

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