

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858264

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A.C.T. LIGHTING, INC.		12/04/2023	Corporation: CALIFORNIA
RHC HOLDING CORP.		12/04/2023	Corporation: DELAWARE
RAPCO INTERNATIONAL, INC.		12/04/2023	Corporation: DELAWARE
ACPD HOLDINGS, LLC		12/04/2023	Limited Liability Company: DELAWARE
TV ONE, INC.		12/04/2023	Corporation: KENTUCKY
RECEIVING PARTY DATA			
Name:	CCP Agency, LLC, as Agent		
Street Address:	360 S. Rosemary Ave, Suite 1700		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 45			
Property Type	Number	Word Mark	
Registration Number:	5501373	AC POWER DISTRIBUTION, INC. PLUG US IN	
Registration Number:	5925789	LAVA CABLE	
Registration Number:	5599371	V-CABLE	
Registration Number:	6464222	ACT ENTERTAINMENT	
Registration Number:	3474778	ACT LIGHTING	
Registration Number:	1687795	ULTIMATE	
Registration Number:	1725123	ULTIMATE	
Registration Number:	5115658	DELTEX	
Registration Number:	4896643	ULTIMATE ISOLATOR	
Registration Number:	4657925	ULTIMATE ACOUSTICS	
Registration Number:	3080983	V-STAND	
Registration Number:	3906050	TELELOCK	
Registration Number:	3891644	JAMSTANDS	
Registration Number:	3836426	ULTIMATE SUPPORT	

OP \$1140.00 5501373

Property Type	Number	Word Mark
Registration Number:	3826736	APEX
Registration Number:	3820000	IQ SERIES
Registration Number:	3849154	THE STRENGTH OF INNOVATION
Registration Number:	3829908	GENESIS
Registration Number:	1862541	ULTIMATE
Registration Number:	1639035	ULTIMATE
Registration Number:	1675107	ULTIMATE
Registration Number:	4459337	ROADHOG
Registration Number:	4505224	DESIGNVISION
Registration Number:	4330389	STAGEMASTER
Registration Number:	4454819	
Registration Number:	4454667	ROADHOG
Registration Number:	4458531	R
Registration Number:	3286171	PRO CO
Registration Number:	3158689	RAT
Registration Number:	2853855	RAPCO
Registration Number:	3635836	M MOMENTUM
Registration Number:	3389499	THE RAPCOHORIZON COMPANY
Registration Number:	2096855	ROAD HOG
Registration Number:	2112000	SOUNDFLEX
Registration Number:	1952327	HORIZON
Registration Number:	1966188	HORIZON
Registration Number:	1316897	RIMSHOT
Registration Number:	5409999	
Registration Number:	5387976	WE ENGINEER CONFIDENCE
Registration Number:	5348622	TVONE
Registration Number:	5267405	ONERACK
Registration Number:	4273759	MAGENTA
Serial Number:	97693541	ULTIMATE ISOLATOR
Serial Number:	97699399	ULTIMATE ACOUSTICS
Serial Number:	97693450	V-STAND PRO

CORRESPONDENCE DATA

Fax Number: 3128637806

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: 3128637198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy J. Brougher, Paralegal

Address Line 1: c/o Goldberg Kohn Ltd.

TRADEMARK

REEL: 008278 FRAME: 0044

Address Line 2: 55 East Monroe, Suite 3300
Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 6913.129

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 12/04/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of December 4, 2023, by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), CCP AGENCY, LLC, a Delaware limited liability company (in its individual capacity, "Comvest"), as the Agent (as defined in the Credit Agreement defined below), for itself, the Lenders (as defined in the Credit Agreement defined below) and the other Secured Persons (as defined in the Credit Agreement).

WITNESSETH:

WHEREAS, ACT ACQUISITION INTERMEDIATE HOLDCO, LLC, a Delaware limited liability company (the "Borrower"), the Lenders and Agent have entered into a Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), which provides for, among other things, for the Agent and the Lenders to make various loans and extensions of credit to the Borrower from time to time pursuant to the terms and conditions of the Credit Agreement.

WHEREAS, each Grantor, the other grantors from time to time parties thereto, and Agent have entered into a US Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), pursuant to which, among other things, each Grantor is required to secure all of the loans and extensions of credit referred to above, along with all of the other Obligations (as defined in the Credit Agreement), by granting to Agent, for the benefit of Agent, the Lenders and the other Secured Persons, liens and security interests on substantially all of each Grantor's property, whether now owned or existing or hereafter acquired or arising, including without limitation on all of the property referred to in Section 2 below; and

WHEREAS, pursuant to the Collateral Agreement, each Grantor is required to execute and deliver this Agreement to Agent.

NOW, THEREFORE, in consideration of the premises and the 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants, pledges and collaterally assigns to the Agent, for the benefit of the Secured Persons, a security interest in all of such Grantor's right, title and interest in:

(a) Each Grantor's Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such Trademarks, and

(b) all Proceeds and products thereof, including without limitation, any claim by each Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with such Trademarks.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Agent, for the benefit of the Agent, the Lenders and the other Secured Persons, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Collateral Agreement. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

4. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Collateral Agreement. Notwithstanding the foregoing, the Agent may modify this Agreement by amending Schedule A hereto to include reference to any right, title or interest in any Trademarks currently owned by any Grantor or any Trademarks acquired by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which any Grantor no longer has or claims any right, title or interest.

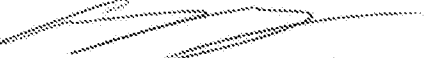
5. COUNTERPARTS. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including, without limitation, by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement may be executed by signatures (including, without limitation, electronic signatures) delivered by facsimile, electronic mail or other similar means, each of which shall be fully binding on the signing party.

6. GOVERNING LAW. THIS AGREEMENT, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).

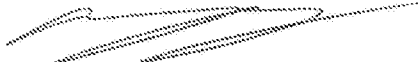
[Signature Pages Follow]

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


A.C.T. LIGHTING, INC., a California corporation

By: 
Name: Z. Anthony Elmekjian
Title: Vice President

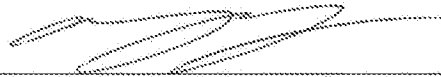
RHC HOLDING CORP., a Delaware corporation

By: 
Name: Z. Anthony Elmekjian
Title: Vice President

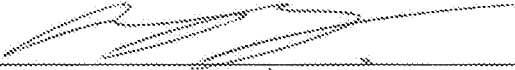
RAPCO INTERNATIONAL, INC., a Delaware corporation

By: 
Name: Z. Anthony Elmekjian
Title: Vice President

ACPD HOLDINGS, LLC, a Delaware limited liability company

By: 
Name: Z. Anthony Elmekjian
Title: Vice President

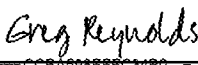
TV ONE, INC., a Kentucky corporation

By: 
Name: Z. Anthony Elmekjian
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

CCP AGENCY, LLC, as Agent

By: Comvest Capital Advisors LLC,
its sole Member

DocuSigned by:

By: _____
Name: Greg Reynolds
Title: Partner

SCHEDULE A

Trademarks

MARK	REGISTRATION NUMBER	REGISTRATION DATE	OWNER INFORMATION
AC POWER DISTRIBUTION, INC. PLUG US IN	5501373	06/26/18	ACPD Holdings LLC
LAVA CABLE	5925789	12/03/19	RHC Holding Corp.
V-CABLE	5599371	11/06/18	RHC Holding Corp.
ACT ENTERTAINMENT	6464222	08/24/21	A.C.T. Lighting, Inc.
ACT LIGHTING	3474778	07/29/08	A.C.T. Lighting, Inc.
ULTIMATE	1687795	05/19/92	A.C.T. Lighting, Inc.
ULTIMATE	1725123	10/20/92	A.C.T. Lighting, Inc.
DELTEX	5115658	01/03/17	A.C.T. Lighting, Inc.
ULTIMATE ISOLATOR	4896643	02/02/16	A.C.T. Lighting, Inc.
ULTIMATE ACOUSTICS	4657925	12/16/14	A.C.T. Lighting, Inc.
V-STAND	3080983	04/11/06	A.C.T. Lighting, Inc.
TELELOCK	3906050	01/18/11	A.C.T. Lighting, Inc.
JAMSTANDS	3891644	12/21/10	A.C.T. Lighting, Inc.
ULTIMATE SUPPORT	3836426	08/24/10	A.C.T. Lighting, Inc.
APEX	3826736	08/03/10	A.C.T. Lighting, Inc.
IQ SERIES	3820000	07/20/10	A.C.T. Lighting, Inc.
THE STRENGTH OF INNOVATION	3849154	09/21/10	A.C.T. Lighting, Inc.
GENESIS	3829908	08/10/10	A.C.T. Lighting, Inc.
ULTIMATE	1862541	11/15/94	A.C.T. Lighting, Inc.
ULTIMATE	1639035	03/26/91	A.C.T. Lighting, Inc.
ULTIMATE	1675107	02/11/92	A.C.T. Lighting, Inc.
ROADHOG	4459337	12/31/13	Rapco International, Inc.
DESIGNVISION	4505224	04/01/14	Rapco International, Inc.

MARK	REGISTRATION NUMBER	REGISTRATION DATE	OWNER INFORMATION
STAGEMASTER	4330389	05/07/13	Rapco International, Inc.
[design only]	4454819	12/24/13	Rapco International, Inc.
ROADHOG	4454667	12/24/13	Rapco International, Inc.
R	4458531	12/31/13	Rapco International, Inc.
PRO CO	3286171	08/28/07	Rapco International, Inc.
RAT	3158689	10/17/06	Rapco International, Inc.
RAPCO	2853855	06/15/04	Rapco International, Inc.
M MOMENTUM	3635836	06/09/09	Rapco International, Inc.
THE RAPCOHORIZON COMPANY	3389499	02/26/08	Rapco International, Inc.
ROAD HOG	2096855	09/16/97	Rapco International, Inc.
SOUNDFLEX	2112000	11/11/97	Rapco International, Inc.
HORIZON	1952327	01/30/96	Rapco International, Inc.
HORIZON	1966188	04/09/96	Rapco International, Inc.
RIMSHOT	1316897	01/29/85	Rapco International, Inc.
[design only]	5409999	02/27/18	TV ONE, INC.
WE ENGINEER CONFIDENCE	5387976	01/23/18	TV ONE, INC.
TVONE	5348622	12/05/17	TV ONE, INC.
ONERACK	5267405	08/15/17	TV ONE, INC.
MAGENTA	4273759	01/15/13	TV ONE, INC.

Trademark Applications

MARK	APPLICATION NUMBER	APPLICATION DATE	OWNER INFORMATION
ULTIMATE ISOLATOR	97693541	11/28/22	A.C.T. Lighting, Inc.
ULTIMATE ACOUSTICS	97699399	12/01/22	A.C.T. Lighting, Inc.
V-STAND PRO	97693450	11/28/22	A.C.T. Lighting, Inc.