

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM865439

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alliance Entertainment Holding Corporation		12/21/2023	Corporation: DELAWARE
AENT Corporation		12/21/2023	Corporation: DELAWARE
Project Panther Acquisition Corporation		12/21/2023	Corporation: DELAWARE
AEC Direct, LLC		12/21/2023	Limited Liability Company: DELAWARE
Alliance Entertainment, LLC		12/21/2023	Limited Liability Company: DELAWARE
Directou, LLC		12/21/2023	Limited Liability Company: DELAWARE
Mill Creek Entertainment, LLC		12/21/2023	Limited Liability Company: MINNESOTA
COKeM International, Ltd.		12/21/2023	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	White Oak Commercial Finance, LLC		
Street Address:	1155 Avenue of the Americas, 15th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	6157836	NCIRCLE ENTERTAINMENT	
Registration Number:	4435189	WEB AMI INTERACTIVE ALLIANCE MUSIC INDEX	
Registration Number:	3907682	CC MUSIC	
Registration Number:	2275744	CC VIDEO	
Registration Number:	1860145	COLLECTORS' CHOICE	
Registration Number:	1858053	COLLECTORS' CHOICE MUSIC	
Registration Number:	3409913	DEEPCOUNT.COM	
Registration Number:	3215314	DEEPCOUNTCD.COM	

OP \$540.00 6157836

Property Type	Number	Word Mark
Registration Number:	3215313	DEEPPDISCOUNTDVD.COM
Registration Number:	2376791	THE BIG BOOK OF MOVIES
Registration Number:	2292647	HEARTLAND MUSIC
Registration Number:	3192582	"THE MOVIE COLLECTOR'S WEBSITE"
Registration Number:	3776506	THE MOVIE COLLECTOR'S BLOG
Registration Number:	2615288	MOVIESUNLIMITED.COM
Registration Number:	1245646	MOVIES UNLIMITED
Registration Number:	1245647	MOVIES UNLIMITED
Registration Number:	2763742	COKEM INTERNATIONAL
Registration Number:	6338730	GAMERCANDY
Registration Number:	5886943	MOVIESPREE
Registration Number:	3227080	MILL CREEK ENTERTAINMENT
Serial Number:	98261087	WEBAMI ALLIANCE MEDIA INDEX

CORRESPONDENCE DATA

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.

Email: trademarks@mcguirewoods.com

Correspondent Name: Christel Harlacher c/o McGuireWoods LLP

Address Line 1: 800 East Canal Street

Address Line 4: Richmond, VIRGINIA 23219

NAME OF SUBMITTER:	Christel E. Harlacher
SIGNATURE:	/Christel E. Harlacher/
DATE SIGNED:	01/03/2024

Total Attachments: 6

- source=2.5 Executed WOCF _ Alliance - Patent and Trademark Security Agreement(183182070.1) (002)#page1.tif
- source=2.5 Executed WOCF _ Alliance - Patent and Trademark Security Agreement(183182070.1) (002)#page2.tif
- source=2.5 Executed WOCF _ Alliance - Patent and Trademark Security Agreement(183182070.1) (002)#page3.tif
- source=2.5 Executed WOCF _ Alliance - Patent and Trademark Security Agreement(183182070.1) (002)#page4.tif
- source=2.5 Executed WOCF _ Alliance - Patent and Trademark Security Agreement(183182070.1) (002)#page5.tif
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PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 21st day of December, 2023, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **White Oak Commercial Finance, LLC**, a Delaware limited liability company, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of December 21, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), by and among **Alliance Entertainment Holding Corporation**, a Delaware corporation ("Parent"), as a Guarantor, **AENT Corporation**, a Delaware corporation ("AENT"), **Project Panther Acquisition Corporation**, a Delaware corporation ("Panther"), **AEC Direct, LLC**, a Delaware limited liability company ("AEC"), **Alliance Entertainment, LLC**, a Delaware limited liability company ("Alliance"), **Directtou, LLC**, a Delaware limited liability company ("Directtou"), **Mill Creek Entertainment, LLC**, a Minnesota limited liability company ("Mill Creek"), **COKeM International, Ltd.**, a Minnesota corporation ("COKeM"), and together with AENT, Panther, AEC, Alliance, Directtou, and Mill Creek, jointly and severally, the "Borrowers" and each individually a "Borrower", the several financial institutions from time to time party thereto (the "Lenders") and the Agent, the Lending Parties have agreed to make certain financial accommodations available to each Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Grantors are required to execute and deliver to the Agent, for the benefit of the Lending Parties, this 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 Loan Agreement, and this Agreement shall be subject to the rules of construction set forth in Section 1.02 of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST.** Each Grantor hereby unconditionally grants, assigns, and pledges to the Agent, for the benefit of each of the Lending Parties, to secure the Secured Obligations, a continuing security interest (referred to in this 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 "IP Collateral"):

(a) all of its Patents, Patent Applications, and any related licenses to which it is a party, including but not limited to those referred to on Schedule I hereto;

(b) all of its Trademarks, Trademark Applications, and any related licenses to which it is a party including those referred to on Schedule I hereto;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or any Patents exclusively licensed under any Patent License, including right to receive any damages, (ii) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (iii) injury to the goodwill associated with any Patent or Trademark, or (iv) right to receive license fees, royalties, and other compensation under any Patent License or Trademark License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This 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 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 the Agent, the other Lending Parties, 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 Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Lending Parties, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Security Interest in the IP Collateral made and granted hereby are more fully set forth in the Loan 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 Agreement and the Loan Agreement, the Loan Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Grantors hereby authorize the Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Agreement is a Loan Document. This 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 Agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, as in effect from time to time, state enactments of the Uniform Electronic Transactions Act, as in effect from time to time, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. The Agent reserves the right, in its reasonable discretion, to accept, deny, or condition acceptance of any electronic signature on this Agreement.

7. **CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER PROVISION.** THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 10.16 and 10.17 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature Page Follows]

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

GRANTORS:

ALLIANCE ENTERTAINMENT HOLDING
CORPORATION
ALLIANCE ENTERTAINMENT, LLC
AENT CORPORATION
PROJECT PANTHER ACQUISITION
CORPORATION
AEC DIRECT, LLC
DIRECTTOU, LLC
MILL CREEK ENTERTAINMENT, LLC
COKEM INTERNATIONAL, LTD.

By: 

Name: Bruce Ogilvie

Title: Chairman

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WHITE OAK COMMERCIAL FINANCE, LLC,

DocuSigned by:

By: Thomas K. Ote

Name: Thomas K. Ote

Title: Manager

SCHEDULE I
to
PATENT AND TRADEMARK SECURITY AGREEMENT


Patent Registrations/Applications

Patent Registrations: None.

Patent Applications: None.

Trademark Registrations/Applications

UNITED STATES TRADEMARK REGISTRATIONS:

<u>Owner:</u>	<u>Reg. No.:</u>	<u>Mark:</u>
Alliance Entertainment, LLC	6157836	Word Mark (no logo)
Alliance Entertainment, LLC	4435189	WEB AMI INTERACTIVE ALLIANCE MUSIC INDEX
Directtou, LLC	3907682	CCMUSIC
Directtou, LLC	2275744	CCVIDEO
Directtou, LLC	1860145	COLLECTOR'S CHOICE
Directtou, LLC	1858053	COLLECTORS' CHOICE MUSIC
Directtou, LLC	3409913	DEEPDISCOUNT.COM
Directtou, LLC	3215314	DEEPDISCOUNTCD.COM
Directtou, LLC	3215313	DEEPDISCOUNTDVD.COM
Directtou, LLC	2376791	THE BIG BOOK OF MOVIES
Directtou, LLC	2292647	EARTLAND MUSIC
AENT Corporation	3192582	"THE MOVIE COLLECTOR'S WEBSITE"
AENT Corporation	3776506	THE MOVIE COLLECTOR'S BLOG
AENT Corporation	2615288	MOVIESUNLIMITED.COM
AENT Corporation	1245646	Word Mark: MOVIES UNLIMITED
AENT Corporation	1245647	

<u>Owner:</u>	<u>Reg. No.:</u>	<u>Mark:</u>
COKeM International Limited	2763742	Word Mark: COKeM International
COKeM International Limited	6338730	Word Mark: GamerCandy
Mill Creek Entertainment LLC	5886943	Word Mark: MovieSpree
Mill Creek Entertainment LLC	3227080	Word Mark: Mill Creek Entertainment

U.S. TRADEMARK Applications:

<u>Trademark</u>	<u>Owner</u>	<u>Application No.</u>	<u>Next Action Due</u>
WEBAMI ALLIANCE MEDIA INDEX	Alliance Entertainment LLC	98/261,087	N/A, filed on November 8, 2023 - pending examination from the U.S. Patent and Trademark Office

FOREIGN TRADEMARK REGISTRATIONS:

<u>Owner:</u>	<u>Reg. No.:</u>	<u>Country</u>	<u>Mark:</u>
Alliance Entertainment Holding Corporation	00240517	European Union	Movies Unlimited
Alliance Entertainment Holding Corporation	00902405017	United Kingdom	Movies Unlimited
Alliance Entertainment Holding Corporation	00002282590	United Kingdom	Movies Unlimited