

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM868459

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Transom Post OpCo, LLC		01/16/2024	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	FGI Worldwide LLC, as Agent
Street Address:	410 Park Avenue, Suite 920
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2078871	3202
Registration Number:	2081107	4402
Registration Number:	1875151	502
Registration Number:	3290782	
Registration Number:	1501157	802
Registration Number:	2081106	9702
Registration Number:	5968670	ARENAMATCH
Registration Number:	1860806	AUDITIONER
Registration Number:	1937249	AUDITIONER
Registration Number:	3115287	CONTROLSPACE
Registration Number:	5143030	DELTAQ
Registration Number:	2990849	
Registration Number:	6034500	DESIGNMAX
Registration Number:	5581659	EDGEMAX
Registration Number:	1210335	FREE SPACE
Registration Number:	1767325	FREESPACE
Registration Number:	1451566	MODELER
Registration Number:	1900393	MODELER
Registration Number:	1381152	OPTI-VOICE

OP \$665.00 2078871

Property Type	Number	Word Mark
Registration Number:	4150972	POWERMATCH
Registration Number:	6014246	POWERSPACE
Registration Number:	6142566	QUICKHOLD
Registration Number:	4147387	ROOMMATCH
Registration Number:	5143181	SHOWMATCH
Registration Number:	6030191	SMARTBASS
Registration Number:	6608973	

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.

Address Line 2: 55 East Monroe, Suite 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	8515.001
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	01/16/2024

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 16th day of January, 2024, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and FGI WORLDWIDE LLC, a Delaware limited liability company ("FGI"), in its capacity as agent for each Creditor (FGI in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Financing Agreement dated as of December 29, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the "Financing Agreement") by and among TRANSOM POST MIDCO, LLC, a Delaware limited liability company ("Midco"), TRANSOM POST OPCO, LLC, a Delaware limited liability company ("OpCo"), and together with Midco and each other Person joined thereto as a borrower from time to time, collectively, the "Borrowers", and each a "Borrower"), TRANSOM POST FINANCE CO, LLC, a Delaware limited liability company ("Parent", and together with each other Person joined thereto as a guarantor from time to time, collectively, the "Guarantors", and each a "Guarantor"), the other Transaction Parties party thereto from time to time, FGI (together with the financial institutions from time to time party thereto, collectively, the "Creditors", and each, a "Creditor"), and Agent, the Secured Parties have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Secured Parties are willing to make the financial accommodations to Borrowers as provided for in the Financing Agreement and the Other Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Creditors, that certain Security Agreement, dated as of the date hereof (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 Agent, for the benefit of the Creditors, 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 Security Agreement or, if not defined therein, in the Financing Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) 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 and pledges to Agent, for the benefit of the Creditors, 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 (but excluding for the avoidance of doubt, any Excluded Property), the "Trademark Collateral"):

- (a) all of its Trademarks, including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; 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, including right to receive any damages or (ii) injury to the goodwill associated with any Trademark.

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 Agent, the other Secured 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 Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Creditors, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. 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. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent 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 Agent 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 Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. MISCELLANEOUS. This Trademark Security Agreement is an Other Document. For the avoidance of doubt, this Trademark Security Agreement shall be subject to the provisions regarding severability, counterparts and electronic signatures set forth in Sections 16.8 (*Severability*) and 16.13 (*Counterparts; Facsimile Signatures*) of the Financing Agreement, and such provisions are incorporated herein by this reference, *mutatis mutandis*.

7. CONSENT TO JURISDICTION, SERVICE OF PROCESS AND VENUE AND WAIVER OF JURY TRIAL. FOR THE AVOIDANCE OF DOUBT, THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, SERVICE OF PROCESS AND VENUE AND WAIVER OF JURY TRIAL SET FORTH IN SECTIONS 12.3 AND 16.1 OF THE FINANCING AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. GOVERNING LAW. THIS TRADEMARK SECURITY 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 IN THE STATE OF NEW YORK.

[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:

TRANSOM POST CO, LLC

By: 

Name: Russell Roenick

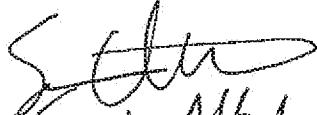
Title: President

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

FGI WORLDWIDE LLC, a Delaware limited liability company

By: 
Name: *Savi Alkhalaf*
Title: *President*

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Country	Trademark Name	Application No.	Filing Date	Registration No.	Registration Date
US	3202	75/086,853	10-Apr-96	2,078,871	15-Jul-97
US	4402	75/086,858	10-Apr-96	2,081,107	22-Jul-97
US	502	74/490870	17-Feb-94	1,875,151	24-Jan-95
US	502A Loudspeaker design	78/865691	20-Apr-06	3290782	11-Sep-07
US	802	73/704,854	11-Jan-88	1,501,157	23-Aug-88
US	9702	75/086,845	10-Apr-96	2081106	22-Jul-97
US	ARENAMATCH	88/193624	14-Nov-18	5968670	21-Jan-20
US	AUDITIONER (COMPUTER SOFTWARE)	74/468,889	13-Dec-93	1,860,806	1-Nov-94
US	AUDITIONER(COMPUTER HARDWARE)	74/612,095	16-Dec-94	1,937,249	21-Nov-95
US	CONTROLSPACE	78546995	13-Jan-05	3115287	11-Jul-06
US	DELTAQ	86835870	1-Dec-15	5143030	14-Feb-17
US	design -802 III	76/315,054	20-Sep-01	2,990,849	6-Sep-05
US	DESIGNMAX	88044421	19-Jul-18	6034500	14-Apr-20
US	EDGEMAX	87438063	5-May-17	5581659	9-Oct-18
US	FREE SPACE	73/309,164	7-May-81	1,210,335	28-Sep-82
US	FreeSpace	74/311,175	4-Sep-92	1,767,325	27-Apr-93
US	MODELER	73/622,045	25-Sep-86	1,451,566	4-Aug-87
US	MODELER	74/387,158	6-May-93	1,900,393	20-Jun-95
US	OPTI-VOICE	73/545,637	1-Jul-85	1381152	4-Feb-86
US	POWERMATCH	85168836	4-Nov-10	4150972	29-May-12
US	POWERSPACE	87942752	31-May-18	6014246	17-Mar-20

Country	Trademark Name	Application No.	Filing Date	Registration No.	Registration Date
US	QUICKHOLD	88207444	27-Nov-18	6142566	1-Sep-20
US	ROOMMATCH	85168835	4-Nov-10	4147387	22-May-12
US	SHOWMATCH	86/888353	27-Jan-16	5143181	14-Feb-17
US	SMARTBASS	88208449	28-Nov-18	6030191	7-Apr-20
US	ZHIPROOM	90510974	4-Feb-20		
US	DESIGN (Bose WORK ICON)	88693044	14-Nov-19	6,608,973	4-Jan-22