OP \$40.00.00 98323941

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI6461

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VIDEOAMP, INC.		09/28/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Company Name:	EAST WEST BANK	
Street Address:	135 N. Los Robles Ave	
City:	Pasadena	
State/Country:	CALIFORNIA	
Postal Code:	91101	
Entity Type:	Corporation: CALIFORNIA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	98323941	VALID

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.

Phone: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	2262481
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	02/07/2024

Total Attachments: 4

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SECOND AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT

SHORT-FORM TRADEMARK SECURITY AGREEMENT

September 28, 2023

WHEREAS, VIDEOAMP, INC. (the "Grantor"), owns and uses in its business, and will in the future (or currently intends in the future to) adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor or certain of its Affiliates have entered into a Second Amended and Restated Credit Agreement, dated as of September 28, 2023 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with East West Bank (the "Agent"), pursuant to which the Agent has agreed to extend certain credit facilities, subject to the terms and conditions set forth therein; and

WHEREAS, pursuant to the terms of a Second Amended and Restated Pledge and Security Agreement, dated as of September 28, 2023 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), among the Grantor, certain Affiliates of the Grantor party thereto and the Agent, the Grantor has created in favor of the Agent a security interest in, and the Agent has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Pledge and Security Agreement, to evidence further the security interest granted by the Grantor to the Agent pursuant to the Pledge and Security Agreement, the Grantor hereby grants to the Agent a security interest in all of the Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located, in each case, other than Excluded Property (as defined in the Credit Agreement) (collectively, but excluding such Excluded Property, the "**Trademark Collateral**"):

- (a) all rights, title and interest (including rights acquired pursuant to a license or otherwise, to the extent not constituting Excluded Property) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by the Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of the Grantor's business symbolized by the Trademarks and associated therewith; and
- (b) all proceeds, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Short-Form Trademark Security Agreement, the term "proceeds" includes

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whatever is receivable or received when the foregoing Trademark Collateral or proceeds thereof are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

THIS SHORT-FORM TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS SHORT-FORM TRADEMARK SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, CALIFORNIA LAW WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is a conflict between the terms of this Short-Form Trademark Security Agreement and the Pledge and Security Agreement, including with respect to the definition of Trademarks, the terms of the Pledge and Security Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Short-Form Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

VIDEOAMP, INC.

DocuSigned by:

Name: Paul Ross

Title: Chief Financial Officer

SCHEDULE A TO SHORT-FORM TRADEMARK SECURITY AGREEMENT

	Mark	App No.	Reg. No.
VALID		98323941	Application