

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM164307

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADORAMA INC.		03/01/2024	Corporation: NEW YORK
RECEIVING PARTY DATA			
Company Name:	ECLIPSE BUSINESS CAPITAL LLC, as Agent		
Street Address:	123 N. Wacker, Suite 2400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Serial Number:	97542519	ADORAMA	
Serial Number:	97263050	TURNSTILE AUDIO	
Serial Number:	97267708	HABITAT	
Serial Number:	97278572	TREK	
Serial Number:	97068461	PARASNAP	
Serial Number:	90831650	BOROUGHES	
Serial Number:	90831644	BOROUGHES	
Serial Number:	97261821	STERLINGFIBRE	
Serial Number:	90016616	DARTER	
Serial Number:	90151881	SLIDGO	
Serial Number:	88381833	O	
Serial Number:	88381796	ADORAMA EQUIP YOUR CREATIVITY	
Serial Number:	88567773	ADORAMA	
Serial Number:	87459254	CLAR	
Serial Number:	87651701	EZ LOCK	
Serial Number:	87518305	ADORAMA BUSINESS SOLUTIONS	
Serial Number:	87579250	3POD BY FLASHPOINT	
Serial Number:	87579228	GLOW BY FLASHPOINT	
Serial Number:	87171163	ORLIT	

OP \$965.00.00 97542519

Property Type	Number	Word Mark
Serial Number:	87073509	TOP PHOTOGRAPHER
Serial Number:	87072310	RAPID 600
Serial Number:	86449812	24/7
Serial Number:	86636453	STREAKLIGHT
Serial Number:	86261211	TAKAMA
Serial Number:	86096587	MORE THAN A CAMERA STORE
Serial Number:	86061866	ROVELIGHT
Serial Number:	86061530	SPEEDPOD
Serial Number:	86100289	ADORAMA
Serial Number:	85161602	ARC
Serial Number:	85895507	BLAST PACK
Serial Number:	85727899	GREEN EXTREME
Serial Number:	78432383	PROJET
Serial Number:	78270900	SLINGER
Serial Number:	76645877	ADORAMA
Serial Number:	74402951	PRO-OPTIC
Serial Number:	75329437	FLASHPOINT
Serial Number:	86395041	ARIES
Serial Number:	98009227	H&A

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

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: 2279888 JM

NAME OF SUBMITTER: Andrew Hackett

SIGNATURE: Andrew Hackett

DATE SIGNED: 03/01/2024

Total Attachments: 6

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This Notice of Grant of Security Interest in Trademarks (this “*Notice*”), dated as of March 1, 2024, is made by ADORAMA INC., a New York corporation (the “*Pledgor*”), in favor of ECLIPSE BUSINESS CAPITAL LLC, as Agent (as defined below).

Reference is made to the Loan and Security Agreement, dated as of the date hereof (as the same may be amended, restated, replaced, supplemented, consolidated or otherwise modified from time to time, the “*Loan Agreement*”), among Pledgor (a “*Borrower*” and together with any other Borrower party thereto from time to time, collectively, the “*Borrowers*”), the other Loan Parties party thereto from time to time, the Lenders party thereto from time to time and ECLIPSE BUSINESS CAPITAL LLC, as agent (together with its successors and assigns in such capacity, “*Agent*”) for the Lenders (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Loan Agreement. The rules of construction specified in Section 1.4 of the Loan Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Obligations, the Pledgor pursuant to the Loan Agreement did, and hereby does, collaterally assign and pledge to Agent, its successors and permitted assigns, for the benefit of the Lenders, a continuing security interest in all of the Pledgor’s right, title and interest in, to and under any and all of the trademarks, including those listed on Schedule I, now owned or at any time hereafter acquired by the Pledgor or in which the Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Collateral, the “*Trademark Collateral*”);

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Loan Agreement.* The security interest granted to Agent herein is granted in furtherance, and not in limitation of, the security interest granted to Agent pursuant to the Loan Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 4. *Recordation.* The Pledgor authorizes the directors of the United States Patent and Trademark Office to record this Notice.

SECTION 5. *Counterparts.* This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 6. *Governing Law.* THIS NOTICE 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 (BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS 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 NOTICE WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

ADORAMA INC., as Pledgor

By: _____

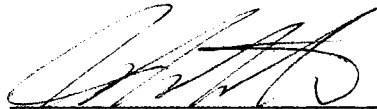
Name: Eugene Mendlowits

Title: President, Secretary and Treasurer

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 008359 FRAME: 0130

ECLIPSE BUSINESS CAPITAL LLC,
as Agent,

By: 
Name: John Whetstone
Title: Authorized Signatory

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 008359 FRAME: 0131

Trademarks Owned by Pledgor

Country	Mark	Serial No.	Application Date	Registration No.	Registration Date
US	ADORAMA	97542519	2022-08-10	752198	--
US	Turnstile Audio	97263,050	2022-02-11	--	--
US	Habitat	97267708	2022-02-15	--	--
US	Trek	97278572	2022-02-22	--	--
US	PARASNAP	97068461	2021-10-11	--	--
US	BOROUGHES	90831650	2021-07-15	7183675	--
US	BOROUGHES	90831644	2021-07-15	--	--
US	SterlingFibre	97261821	2022-02-10	--	--
Australia	PICTAR	--	--	1,811,180	--
China	PICTAR	32487159	--	--	--
European Union	PICTAR	17867444	--	--	--
Japan	PICTAR	6097729	--	--	--
Korea, Republic of (KR)	PICTAR	4020170064217	--	--	--
Ukraine	PICTAR	3153245	--	--	--
Japan	MIGGO	--	--	1213509	--
China	MIGGO	--	--	--	--
Israel	MIGGO	262655	--	--	--
European Union	MIGGO	1213509	--	--	--
US	DARTER	90016616	2020-06-23	6840045	2022-09-06
US	SLIDGO	90151881	2020-09-01	6591616	2021-12-14
US	O (Stylized)	88381833	2019-04-11	6217454	2020-12-08
US	ADORAMA EQUIP YOUR CREATIVITY	88381796	2019-04-11	6201262	2020-11-17
US	ADORAMA	88567773	2019-08-06	6170790	2020-10-06
US	CLAR	87459254	2017-05-22	5571567	2018-09-25
US	EZ LOCK	87651701	2017-10-19	5517618	2018-07-17
US	ADORAMA BUSINESS SOLUTIONS	87518305	2017-07-06	5515253	2018-07-10
US	3POD BY FLASHPOINT	87579250	2017-08-22	5473918	2018-05-22
US	GLOW BY FLASHPOINT	87579228	2017-08-22	5473917	2018-05-22

Country	Mark	Serial No.	Application Date	Registration No.	Registration Date
US	ORLIT	87171163	2016-09-14	5298018	2017-09-26
US	TOP PHOTOGRAPHER	87073509	2016-06-16	5355929	2017-12-12
US	RAPID 600	87072310	2016-06-15	5173139	2017-03-28
US	24/7	86449812	2014-11-10	4882849	2016-01-05
US	STREAKLIGHT	86636453	2015-05-20	4874354	2015-12-22
US	TAKAMA	86261211	2014-04-24	4863951	2015-12-01
US	MORE THAN A CAMERA STORE	86096587	2013-10-21	4631106	2014-11-04
US	ROVELIGHT	86061866	2013-09-11	4752579	2015-06-09
US	SPEEDPOD	86061530	2013-09-11	4752578	2015-06-09
US	ADORAMA	86100289	2013-10-24	4635673	2014-11-11
Australia	ADORAMA	1706034	2015-04-20	255425	2015-04-20
Japan	ADORAMA	2015-357459	2015-04-20	255425	2015-04-20
UK	ADORAMA	255425	2015-04-20	255425	2015-04-20
Canada	ADORAMA	1148417	2002-07-31	TMA602,014	2004-02-11
International	ADORAMA	255425	2015-04-20	255425	2015-04-20
US	ARC	85161602	2010-10-26	3974629	2011-06-07
US	BLAST PACK	85895507	2013-04-04	4598166	2014-09-02
US	GREEN EXTREME	85727899	2012-09-13	4437437	2013-11-19
China	GREEN EXTREME	19345705	2017-04-28	19345705	2017-04-28
US	PROJET	78432383	2004-06-09	3001388	2005-09-27
US	SLINGER	78270900	2003-07-07	2961061	2005-06-07
China	SLINGER	19345701	2017-04-28	19345701	2017-04-28
US	ADORAMA	76645877	2005-08-30	3296024	2007-09-25
Canada	FLASHPOINT	TMA601,727	2004-02-10	TMA601,727	2004-02-10
China	FLASHPOINT	19345706	2017-05-28	19345706	2017-05-28
US	PRO-OPTIC	74402951	1993-06-15	1877445	1995-02-07
China	BELLE DRAPE	19345697	2017-05-21	19345697	2017-05-21
China	HAMMER & ANVIL	19345704	2017-04-28	19345704	2017-04-28
US	FLASHPOINT	75329437	1997-07-23	2445394	2001-04-24
US	ARIES	86395041	2014-09-15	4761990	2015-06-23
US	H&A	98009227	2023-03-23		