

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI114969

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flip Electronics LLC		03/22/2024	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Company Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6145659	F. FLIP ELECTRONICS	
Registration Number:	6145530	FLIP ELECTRONICS	
Registration Number:	6145529	FLIP ELECTRONICS	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square, 8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-20142		
NAME OF SUBMITTER:	KATHERINE HOLLENBECK		
SIGNATURE:	KATHERINE HOLLENBECK		
DATE SIGNED:	03/22/2024		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 22, 2024 (this “Agreement”), is made by FLIP ELECTRONICS LLC, a Georgia limited liability company (“Grantor”), in favor of PNC Bank, National Association, as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Agent”).

WHEREAS, the Grantor and certain of its Affiliates and Subsidiaries have entered into that certain Revolving Credit and Security Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the “Credit Agreement”); and

WHEREAS, pursuant to the Credit Agreement, the Grantor pledged and assigned to the Agent (and its agents and designees), and granted to the Agent (and its agents and designees), for the benefit of the Secured Parties, a continuing security interest in, the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Credit Agreement, the Grantor agreed to execute this Agreement, in order to record the security interest granted to the Agent, for the benefit of the Secured Parties, with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto (including by reference) in the Credit Agreement.

SECTION 2. Grant of Security Interest

As collateral security for the prompt and complete payment, performance and observance when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) of all of the Obligations, the Grantor hereby pledges and assigns to the Agent (and its agents and designees), and grants to the Agent (and its agents and designees), for the benefit of the Secured Parties, a continuing security interest in, the following (the “Trademark Collateral”):

- (i) all domestic and foreign trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/a's, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature;
- (ii) all registrations and applications for the registration thereof (including, without limitation, those listed on Schedule A hereto), and all extensions and renewals, together with all goodwill of the business connected with the use of or symbolized by any of the foregoing;
- (iii) all rights to sue or otherwise recover for any past, present and future infringement, dilution or other violations thereof;
- (iv) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto; and

- (v) all other rights, priorities and privileges accruing thereunder or pertaining thereto throughout the world.

Notwithstanding anything to the contrary contained herein, the Trademark Collateral does not include any intent-to-use United States Trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, but only to the extent, if any, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use Trademark application under applicable federal law, and provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademark Collateral.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Credit Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT (I) AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND (II) TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

SECTION 5. Counterparts

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement or any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other state laws based on the Uniform Electronic Transactions Act, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its officer thereunto duly authorized as of the date first above written.

FLIP ELECTRONICS LLC

By: 
Name: Michael Cotant
Title: Vice President and Secretary

PNC BANK, NATIONAL ASSOCIATION, as Agent


By: _____
Name: Brian Klingshirn
Title: Vice President

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its officer thereunto duly authorized as of the date first above written.


FLIP ELECTRONICS LLC

By: _____
Name: Michael Cotant
Title: Vice President and Secretary

PNC BANK, NATIONAL ASSOCIATION, as Agent

By:  _____
Name: Brian Klingshirn
Title: Vice President

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner Name
F. FLIP ELECTRONICS ELECTRONICS	88674120 30-OCT-2019	6145659 08-SEP-2020	Registered	FLIP ELECTRONICS LLC
FLIP ELECTRONICS 	88635879 30-SEP-2019	6145530 08-SEP-2020	Registered	FLIP ELECTRONICS LLC
FLIP ELECTRONICS	88635871 30-SEP-2019	6145529 08-SEP-2020	Registered	FLIP ELECTRONICS LLC
Flip Electronics "F" Mark in Flip Brand Logo	--	57804245 28-MAR-2022	Registered	FLIP ELECTRONICS LLC