

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536547

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STUDIO RAY, LLC		07/31/2019	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	CAPITAL ONE, NATIONAL ASSOCIATION		
Street Address:	299 Park Avenue, 23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5717131	ZX OUTDOOR	
Serial Number:	87263457	ZX COOL-SERIES	
Serial Number:	87199206	STUDIO RAY	
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:	202.370.4750		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1118459		
NAME OF SUBMITTER:	Janet S. Wamsley		
SIGNATURE:	/Janet S. Wamsley/		
DATE SIGNED:	08/14/2019		
Total Attachments: 4			
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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

July 31, 2019

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, STUDIO RAY, LLC, a New York limited liability company (the “Grantor”), hereby grants to CAPITAL ONE, NATIONAL ASSOCIATION (the “Grantee”) a continuing security interest in (i) all of the Grantor’s right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications (the “Trademarks”) set forth on Schedule A attached hereto, (ii) all proceeds and products of the Trademarks, subject to the rights of any licensee, (iii) the goodwill of the businesses with which the Trademarks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all Obligations of the Grantor, as such term is defined in the Second Amended and Restated Senior Secured Advised Line of Credit Demand Promissory Note by, among others, the Grantor and the Grantee, dated as of the date hereof (as amended, amended and restated, extended or otherwise modified and in effect from time to time, the “Note”). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in (i) the Note and (ii) that certain Security Agreement by, among others, the Grantor and the Grantee, dated as of September 5, 2017 (as such agreement may be amended, amended and restated, extended or otherwise modified and in effect from time to time), and all of the terms and provisions of each are incorporated herein by reference. In the event that any provisions of this grant are deemed to conflict with either the Note or the Security Agreement, the provisions of the Note or the Security Agreement, as applicable, shall govern.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this grant as of the date above first written.

STUDIO RAY, LLC, as a Grantor

By: 

Name: Ray Habes

Title: Member

CAPITAL ONE, NATIONAL ASSOCIATION,
as Grantee

By: 
Name: Nellya Davydova
Title: Authorized Signer

SCHEDULE A

Mark	Application No./ Registration No.	Filing Date/ Registration Date
ZX OUTDOOR	87759370; 5717131	January 17, 2018; April 2, 2019
ZX COOL-SERIES	87263457; n/a	December 9, 2016; n/a
STUDIO RAY	87199206; n/a	October 11, 2016; n/a