

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM679778

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Musical Supply, Inc.		08/30/2021	Corporation: NEW JERSEY
zSounds Music, L.L.C.		08/30/2021	Limited Liability Company: NEW JERSEY

## RECEIVING PARTY DATA

<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	4 New York Plaza, 17th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10004
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2975345	AMERICAN MUSICAL SUPPLY
Registration Number:	3414888	WORLD TOUR
Registration Number:	4606768	ARCADIA
Registration Number:	4606766	THE ARCADIA GUITAR COMPANY
Registration Number:	5086379	ROCK NOW! PAY LATER
Registration Number:	2946901	SAME DAY MUSIC
Registration Number:	3501156	PLAY AS YOU PAY
Registration Number:	2085286	ZOUNDS!
Registration Number:	2209520	ZZOUNDS
Registration Number:	3521020	ZOUNDS

## CORRESPONDENCE DATA

Fax Number: 6106401965

*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: 6106405800

Email: trademarks@stradley.com

Correspondent Name: Stradley Ronon Stevens &amp; Young, LLP

Address Line 1: Donna Marie Davidson

CH \$265.00 2975345

**Address Line 2:** 30 Valley Stream Parkway  
**Address Line 4:** Malvern, PENNSYLVANIA 19355

**ATTORNEY DOCKET NUMBER:** 188108-0015

**NAME OF SUBMITTER:** Donna Marie Davidson

**SIGNATURE:** /Donna Marie Davidson/

**DATE SIGNED:** 10/08/2021

**Total Attachments: 11**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the “**Agreement**”), dated as of August 30, 2021, is made by and between American Musical Supply, Inc., a New Jersey corporation (“**AMS**”), zZounds Music, L.L.C., a New Jersey limited liability company (“**zZounds**”, each of AMS and zZounds, a “**Grantor**”, and collectively, the “**Grantors**”), and JPMorgan Chase Bank, N.A., as administrative agent to the Lenders (as defined in the Credit Agreement) (in such capacity, the “**Administrative Agent**”).

### Recitals

A. Grantors and certain of their affiliates, certain financial institutions a party thereto and Administrative Agent are parties to a Credit Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) dated the same date as this Agreement, setting forth the terms on which Lenders may now or hereafter extend credit to or for the account of AMS, zZounds and Retail Solutions, LLC (collectively, the “**Borrowers**”).

B. As a condition to extending credit to or for the account of Borrowers, Administrative Agent and Lenders have required the execution and delivery of this Agreement by Grantors.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

“**Patents**” means all of a Grantor’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“**Security Interest**” has the meaning given in Section 2.

“**Trademarks**” means all of a Grantor’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Each Grantor hereby irrevocably pledges and collaterally assigns to Administrative Agent, on behalf of Lenders, and grants Administrative Agent, on behalf of Lenders, a security interest (the “**Security Interest**”) with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement and the other Loan Documents, the Security Interest is coupled with a security interest in substantially all of the personal property of such Grantor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Each Grantor represents, warrants and agrees as follows:

(a) **Patents.** Exhibit A accurately lists all registered Patents owned by such Grantor as of the date hereof, and accurately reflects the existence and status of applications and letters patent pertaining to such registered Patents as of the date hereof. If after the date hereof, such Grantor owns any Patents not listed on Exhibit A that are material to the conduct of such Grantor's business, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to any Patents that are material to the conduct of such Grantor's business, then such Grantor shall within thirty (30) days provide written notice to Administrative Agent with a replacement Exhibit A, which upon acceptance by Administrative Agent shall become part of this Agreement.

(b) **Trademarks.** Exhibit B accurately lists all registered Trademarks owned by such Grantor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to such Grantor's business(es). If after the date hereof, such Grantor owns any Trademarks not listed on Exhibit B that are material to the conduct of such Grantor's business (other than common law marks which are not material to such Grantor's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks that are material to the conduct of such Grantor's business, then such Grantor shall within thirty (30) days provide written notice to Administrative Agent with a replacement Exhibit B, which upon acceptance by Administrative Agent shall become part of this Agreement.

(c) **Title.** Such Grantor has good title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Encumbrances. Such Grantor (i) will have, at the time such Grantor acquires any rights in Patents or Trademarks hereafter arising, good title to each such Patent or Trademark free and clear of all Liens except Permitted Encumbrances, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Encumbrances.

(d) **No Sale.** Except as otherwise permitted by the terms of the Credit Agreement, such Grantor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Administrative Agent's prior written consent.

(e) **Defense.** Such Grantor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all material claims or demands of all Persons other than those holding Permitted Encumbrances.

(f) **Maintenance.** Such Grantor will at its own expense maintain the Patents and the Trademarks material to its business to the extent reasonably advisable in its good faith business judgment. Such Grantor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark material to its business, nor fail to file any required affidavit or renewal in support thereof, without first providing Administrative Agent: (i) sufficient written notice, of at least thirty (30) days, to allow Administrative Agent to timely pay any such maintenance fees or annuities which may become due on any such Patents or Trademarks material to its business, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to

file such affidavit or renewal, should such be necessary or desirable. Notwithstanding anything to the contrary contained in this clause (f), nothing herein contained shall prohibit such Grantor from causing or permitting expiration, abandonment or invalidation of any Patent or Trademark or failing to renew, abandoning or permitting to expire any applications or registrations for any of Patent or Trademark if, in such Grantor's reasonable good faith judgment, such Patents, Trademarks, applications or registrations (as applicable) are no longer useful in the conduct of such Grantor's business.

(g) **Costs and Expenses.** Such Grantor shall pay Administrative Agent on demand the amount of all moneys expended and all out-of-pocket costs and expenses (including reasonable and documented attorneys' fees and disbursements) incurred by Administrative Agent in connection with or as a result of Administrative Agent exercising its rights under **Section 6**, together with interest thereon from the date expended or incurred by Administrative Agent at the default rate set forth in Section 2.13(d) of the Credit Agreement.

(h) **Power of Attorney.** To facilitate Administrative Agent's taking action in connection with exercising its rights under **Section 6**, such Grantor hereby irrevocably appoints (which appointment is coupled with an interest) Administrative Agent, or its delegate, after an Event of Default has occurred and is continuing, as the attorney-in-fact of such Grantor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of such Grantor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by such Grantor to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party in accordance with this Agreement, the other Loan Documents and applicable law. The power of attorney granted herein shall automatically terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. **Grantors' Use of the Patents and Trademarks.** Such Grantor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and is continuing.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "**Event of Default**"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) any of the representations or warranties contained in **Section 3** shall prove to have been incorrect in any material respect when made (provided that if such representations or warranties are qualified by a materiality clause, then it shall have been incorrect in any respect).

6. **Remedies.** Upon the occurrence and during the continuation of an Event of Default, Administrative Agent may, at its option, take any or all of the following actions:

(a) Administrative Agent may exercise any or all remedies available under the Credit Agreement and the other Loan Documents.

(b) Subject to the terms of the Credit Agreement, Administrative Agent may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Administrative Agent may enforce the Patents and Trademarks and any licenses thereunder, and if Administrative Agent shall commence any suit for such enforcement, Grantors shall, at the request of Administrative Agent, do any and all lawful acts and execute any and all proper documents required by Administrative Agent in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified or amended only explicitly in a writing signed by Administrative Agent and Grantors. A waiver signed by Administrative Agent shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Administrative Agent's rights or remedies. All rights and remedies of Administrative Agent shall be cumulative and may be exercised singularly or concurrently, at Administrative Agent's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Grantors under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Administrative Agent shall not be obligated to preserve any rights Grantors may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Grantors and Administrative Agent and their respective participants, successors and assigns and shall take effect when signed by Grantors and delivered to Administrative Agent, and Grantors waive notice of Administrative Agent's acceptance hereof. Administrative Agent may execute this Agreement if appropriate for the purpose of filing, but the failure of Administrative Agent to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Grantors shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or by any other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

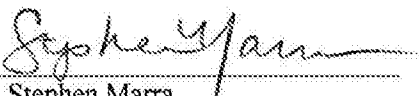
**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

**[Signatures on Next Page]**

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

AMERICAN MUSICAL SUPPLY, INC.

By:   
Name: Stephen Marra  
Title: Authorized Signer

By: \_\_\_\_\_  
Name: James K. Hovey  
Title: President

ZZOUNDS MUSIC, L.L.C.

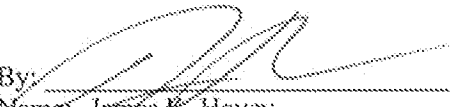
By: \_\_\_\_\_  
Name: James K. Hovey  
Title: Manager

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JPMORGAN CHASE BANK, N.A.,  
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AMERICAN MUSICAL SUPPLY, INC.

By: \_\_\_\_\_  
Name: Stephen Marra  
Title: Authorized Signer

By:   
Name: James K. Hovey  
Title: President

ZZOUNDS MUSIC, L.L.C.

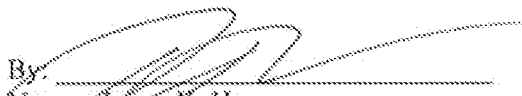
By:   
Name: James K. Hovey  
Title: Manager



EXHIBIT A

PATENTS

None.

EXHIBIT B  
TRADEMARKS  
(See Attached)

**American Musical Supply**

U.S. Reg No 2,975,345  
Registered 7/26/2005, Rothwell, Figg, Ernst & Manbeck, PC  
Renewed 8/20/2014, Michael Feigin Esq  
Next renewal due by 8/20/2024  
Registrant: American Musical Supply, Inc.

**World Tour**

U.S. Reg No 3,414,888  
Registered 4/22/2008, Ira Dorman, Esq  
Renewed 5/21/2013, Michael Feigin Esq  
Renewed: 4/28/2017, Michael Feigin Esq  
Next renewal due by 4/27/2027  
Registrant: American Musical Supply, Inc.

Canadian registration 1288865  
Registered 9/4/2007, Seaby & Associates  
Registration in force for 15 years

Mexican registration 945938  
Registered 7/28/2006, Goodrich, Riquelme Y Asociados  
Registration lapsed as of 2/8/16

**Arcadia**

U.S. Reg No 4,606,768  
Registered 9/16/2014, Michael Feigin, Esq  
Renewal due 9/16/2019 - 9/16/2020  
Registrant: American Musical Supply, Inc.

**The Arcadia Guitar Company**

U.S. Reg No 4,606,766  
Registered 6/16/2014, Michael Feigin, Esq  
Renewal due 9/16/2019 - 9/16/2020  
Registrant: American Musical Supply, Inc.

**Rock Now! Pay Later**

U.S. Reg No 5,086,379  
Registered 11/22/2016, Michael Feigin, Esq  
Renewal due 11/22/2021 - 11/22/2022  
Registrant: American Musical Supply, Inc.

**Same Day Music**

U.S. Reg No 2,946,901  
Registered 5/3/2005, Rothwell, Figg, Ernst & Manbeck, PC  
Renewed 4/22/2015  
Next renewal due by 5/3/2025  
Registrant: Seward Holdings, LLC

**Gearwire**

U.S. Reg No 3,705,661

Registered 9/3/2009, Rothwell, Figg, Ernst & Manbeck, PC

Renewal due 11/3/2029

Registrant: Gearwire LLC

**Play As You Pay**

U.S. Reg No 3,501,156

Registered 9/19/2008, Rothwell, Figg, Ernst & Manbeck, PC

Maintained by Feigin and Fridman

Renewal due 9/16/2028

Registrant: zZounds Music LLC

**Zounds!**

U.S. Reg No 2,085,286

Registered 8/5/2011, Rothwell, Figg, Ernst & Manbeck, PC

Next Renewal: 8/5/2027

Registrant: zZounds Music LLC

**zZounds**

U.S. Reg No 2,209,520

Registered 12/8/2012, Rothwell, Figg, Ernst & Manbeck, PC

Renewed: 11/12/2018

Registrant: zZounds Music LLC

**Zounds**

U.S. Reg No 3,521,020

Registered 10/21/2008, Rothwell, Figg, Ernst & Manbeck PC

Renewed: 11/12/2018

Registrant: zZounds Music LLC

**Fellowshipmusic.com** American Musical Supply  
Renewal date: 12/20/2020  
Last renewal: 12/7/2015

**Musical Fulfillment Services** American Musical Supply  
Renewal date: 5/29/2017  
Last renewal: 4/23/2012  
Renewed: 4/28/2017

**MHz Studio** American Musical Supply  
Renewal date: 5/9/2021  
Last renewal: 4/14/2016

**Electricguitar.com** American Musical Supply  
Renewal date: 8/7/2018  
Last renewal: 5/29/2018

**Samedaymusic.com** zZounds Music LLC  
Renewal date: 5/28/2017  
Last renewal: 4/23/2012  
Renewed: 5/9/2017

**Musical Distribution Services** zZounds Music LLC  
Renewal date: 8/28/2018  
Last renewal: 5/29/18

**Gearlink** Mbira Technologies LLC  
Renewal date: 1/1/2020  
Last renewal: 6/23/2016

**Imagelab** Retail Solutions LLC  
Renewal date: 7/23/2018  
Last renewal: 7/1/2013  
LAPSED