

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM687457

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NZXT, INC.		11/10/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn, Floor L2, IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5356449	BLD	
Registration Number:	5862847	BLD	
Registration Number:	5661605	BLD	
Registration Number:	4654107	CAM	
Registration Number:	4672787	DOKO	
Registration Number:	5660438	H-SERIES	
Registration Number:	4408359	KRAKEN	
Registration Number:	5550220	NZXT	
Registration Number:	4457904	NZXT	
Registration Number:	4774355	NOCTIS	
Serial Number:	88488544	NZXT	
Serial Number:	90255391	SIGNAL	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera, Senior Paralegal		
Address Line 1:	One Federal Street		
TRADEMARK			

CH \$315.00 5356449

Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Linda A. Salera

SIGNATURE: /Linda A. Salera/

DATE SIGNED: 11/11/2021

Total Attachments: 6

source=NZXT - Trademark Grant (2021)#page1.tif

source=NZXT - Trademark Grant (2021)#page2.tif

source=NZXT - Trademark Grant (2021)#page3.tif

source=NZXT - Trademark Grant (2021)#page4.tif

source=NZXT - Trademark Grant (2021)#page5.tif

source=NZXT - Trademark Grant (2021)#page6.tif

CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

This CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Confirmatory Grant”) is made as of November 10, 2021, by and among NZXT, INC., a Delaware corporation (the “Grantor”) and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (together with its successors and assigns, the “Administrative Agent”) for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, the Administrative Agent, the other Loan Parties party thereto, and the Lenders party thereto, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Administrative Agent, on behalf of the Secured Parties, that certain Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed to execute and deliver this Confirmatory Grant in order to record the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. The Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of the Secured Parties, to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Confirmatory Grant as the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and IP Licenses with respect to Trademarks to which it is a party including those referred to on Schedule I;

(b) all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each IP License with respect to Trademarks; and

(d) all products and proceeds (as that term is defined in the UCC) of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment of the foregoing, and any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any IP License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any IP License with respect to Trademarks.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Collateral.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Confirmatory Grant and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Confirmatory Grant secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Confirmatory Grant is granted in conjunction with the security interests granted to the Administrative Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Confirmatory Grant and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If the Grantor shall obtain rights to any new Trademarks or become entitled to the benefit of any Trademark for any renewal or extension of any existing Trademark, the provisions of this Confirmatory Grant shall automatically apply thereto. The Grantor hereby authorizes the Administrative Agent unilaterally to modify this Confirmatory Grant by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify or supplement this Confirmatory Grant or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Confirmatory Grant may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Confirmatory Grant that is an Electronic Signature transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Confirmatory Grant shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form (including deliveries by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), 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; provided that nothing herein shall require the Administrative Agent to accept

electronic signatures in any form or format without its prior written consent and pursuant to the procedures approved by it.

7. **CHOICE OF LAW.** THIS CONFIRMATORY GRANT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF CALIFORNIA, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

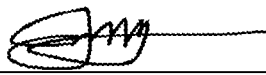
8. **MISCELLANEOUS.** THIS CONFIRMATORY GRANT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, JURY TRIAL WAIVER AND THE OTHER MATTERS SET FORTH IN SECTIONS 8.17 AND 8.18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Confirmatory Grant of Security Interest in Trademarks to be executed and delivered as of the day and year first above written.

GRANTOR:

NZXT, INC.,
a Delaware corporation

By: 
Name: Johnny Hou
Title: President

ADMINISTRATIVE AGENT:

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

By: Rebecca Martin

Name: Rebecca Martin
Title: Authorized Officer

SCHEDULE I
to
CONFIRMATORY GRANT

Trademarks

Type of Intellectual Property	Mark	Country	Registration No.	Date of Registration	Owned or Licensed
Trademark	BLD	US	5356449	12/12/2017	Owned
Trademark	BLD	US	5862847	9/17/2019	Owned
Trademark	BLD logo	US	5661605	1/22/2019	Owned
Trademark	CAM	US	4654107	12/9/2014	Owned
Trademark	DOKO	US	4672787	1/13/2015	Owned
Trademark	H-SERIES	US	5660438	1/22/2019	Owned
Trademark	KRAKEN	US	4408359	9/24/2013	Owned
Trademark	NZXT	US	5550220	8/28/2018	Owned
Trademark	NZXT	US	4457904	12/31/2013	Owned
Trademark	NOCTIS	US	4774355	07/14/2015	Owned
Trademark	NZXT	US	88/488,544	06/25/2019	Owned
Trademark	SIGNAL	US	90/255,391	10/14/2020	Owned

DB2/ 41486088.5