

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM864661

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Performance Modalities, Inc.		12/29/2023	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	NXT Capital, LLC, as Collateral Agent		
Street Address:	191 N. Wacker Dr. 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2607517	PERFORMANCE HOME MEDICAL	
Serial Number:	97888700	CGM EXPRESS	
Serial Number:	88938012	PERFORMANCE CPAP EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@katten.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	342663-368		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	12/29/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 29, 2023 (this “Trademark Security Agreement”), made by Performance Modalities, Inc., a Washington corporation (the “Grantor”), in favor of NXT Capital, LLC, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of December 29, 2023 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Sound Intermediate, Inc., Sound Parent, LLC, each Lender (as defined in the Credit Agreement) from time to time party thereto and NXT Capital, LLC, as Administrative Agent.

WHEREAS, the Grantor is party to a Security Agreement, dated as of December 29, 2023 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

Section 2. Confirmation of Grant of Security Interest in Trademarks. The Grantor hereby confirms that pursuant to the Security Agreement it has granted as security for the payment or performance, as the case may be, in full of the Secured Obligations, to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in, all of the Grantor’s right, title or interest in or to any and all of the Owned Trademarks, including those listed on Schedule I hereto, and all proceeds of the Owned Trademarks, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (in each case, other than Excluded Assets) (the “Trademark Collateral”).

Section 3. Purpose. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of the Security Interest with the United States Patent and Trademark Office. This Trademark Security Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by facsimile, .pdf or other electronic means of an executed counterpart of a signature page to this Trademark Security Agreement shall be

effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and the Collateral Agent and their respective permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by facsimile, .pdf or other electronic means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by facsimile, .pdf or other electronic means.

Section 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks or any other applicable government officer in the United States Patent and Trademark Office record this Agreement.

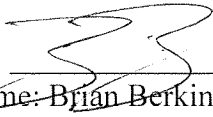
Section 6. Termination. Upon the termination of the Security Agreement in accordance with its terms, (a) this Trademark Security Agreement automatically shall terminate and the collateral pledge and grant of, lien on and security interest in the Trademark Collateral shall be released, and (b) the Collateral Agent shall execute, acknowledge, and deliver to Grantor all documents and instruments, make all filings, and take all other actions, in each case, reasonably requested by the Grantor to evidence and record the release of the collateral pledge and grant of, lien on and security interest in the Trademark Collateral under this Trademark Security Agreement in each case, at Grantor's sole cost and expense and without recourse to or warranty by, or liability to, the Collateral Agent.

Section 7. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PERFORMANCE MODALITIES, INC.
as Grantor

By: 
Name: Brian Berkin
Title: Vice President

Accepted and Agreed

NXT CAPITAL, LLC,
as Collateral Agent

Matt Schertz

By: matthew.schertz@nxtcapital.com

Name: Matt Schertz

Title: Vice President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (SOUND)

Schedule I to the Trademark Security Agreement

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS

U.S. Trademarks Registrations

Mark	Country	App. No.	File Date	Reg. No.	Reg. Date	Status
PERFORMANCE HOME MEDICAL	U.S.	76333816	11/6/2001	2607517	8/13/2002	Renewed (Registered)

U.S. Trademarks Applications

Mark	Country	App. No.	File Date	Status
CGM Express	U.S.	97888700	4/14/2023	Pending
PERFORMANCE CPAP EXPRESS	U.S.	88938012	5/28/2020	Published (Pending)