

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1208482

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIAMP SYSTEMS, LLC		04/30/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	MidCap Financial Trust, as Collateral Agent		
Street Address:	7255 Woodmont Avenue, Suite 300		
Internal Address:	c/o MidCap Financial Services, LLC, as Servicer		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Serial Number:	97384595	APPRIMO	
Serial Number:	90700317	B.	
Serial Number:	87770936	BEAMTRACKING	
Serial Number:	87475437	BIAMP	
Serial Number:	76365553	BIAMP	
Serial Number:	85941786	BIAMP CANVAS	
Serial Number:	90555813	CANVAS	
Serial Number:	90285060	CLICKMOUNT	
Serial Number:	87911908	CONNECTING PEOPLE THROUGH EXTRAORDINARYAUDIO VISUAL EXPERIENCES	
Serial Number:	90389660	CROWD MICS	
Serial Number:	86320854	CROWD MICS	
Serial Number:	78543822	DAVINCI	
Serial Number:	90689800		
Serial Number:	90700057	DESONO	
Serial Number:	86450775	DEVIO	
Serial Number:	90555980	HRT	
Serial Number:	97377371	IMPERA	

CH \$740.00.00 97384595

Property Type	Number	Word Mark
Serial Number:	88939649	MODENA
Serial Number:	78344886	NEXIA
Serial Number:	90477059	PARLÉ
Serial Number:	87942977	SAGEVUE
Serial Number:	88261751	
Serial Number:	86668883	TESIRA
Serial Number:	85245113	TESIRA
Serial Number:	85941796	TESIRAFORTÉ
Serial Number:	90700066	TESIRALUX
Serial Number:	97384620	VIDI
Serial Number:	77649203	VOCIA
Serial Number:	97752203	VOLTERA

CORRESPONDENCE DATA

Fax Number:

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: (312)993-2617

Email: atoosa.nowrouzi@lw.com

Correspondent Name: Atoosa Nowrouzi

Address Line 1: C/O Latham and Watkins 330 N Wabash Ave

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 058728-0144 (AN)

NAME OF SUBMITTER: Atoosa Nowrouzi

SIGNATURE: Atoosa Nowrouzi

DATE SIGNED: 05/02/2024

Total Attachments: 8

- source=MidCap_Biamp - TSA (BIAMP SYSTEMS, LLC) (Executed)(150483099.1)#page1.tif
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of April 30, 2024 (this “Trademark Security Agreement”), is made by BIAMP SYSTEMS, LLC, a Delaware limited liability company (the “Pledgor”), in favor of MidCap Financial Trust (“MidCap”), its capacity as collateral agent, pledgee and assignee for the benefit of the Secured Parties (in such capacities and together with any successors in such capacities, the “Collateral Agent”) in connection with that certain Credit Agreement, dated as of April 30, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Biamp Holdings, LLC, a Delaware limited liability company (“Holdings”), Biamp, LLC, a Delaware limited liability company (“Biamp”), the Pledgor (together with Biamp, each a “Borrower”, and collectively, the “Borrowers”), and the subsidiary guarantors from time to time party thereto by execution of the Credit Agreement or otherwise by execution of a Joinder Agreement (together with Holdings, collectively the “Guarantors”).

W I T N E S S E T H:

WHEREAS, the Pledgor is a party to a Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Pledgor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Security Interest in, on and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor, in each case excluding Excluded Property (collectively, the “Trademark Collateral”):

(a) all trademarks (including service marks), slogans, logos, designs, certification marks, trade dress, corporate names, trade names, domain names or other indicia of source, whether registered or unregistered, owned by, assigned to, or in the case of intent-to-use trademarks, held for use by the Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including, without limitation, those United States trademark registrations and applications listed on Schedule 1 attached hereto;

(b) rights and privileges arising under applicable Legal Requirements with respect to such Pledgor’s use of any of the foregoing;

(c) Goodwill associated therewith;

(d) continuations, extensions and renewals thereof and amendments thereto;

(e) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or violations thereof or unfair competition therewith;

(f) rights corresponding thereto throughout the world;

(g) rights to sue for past, present and future infringements, dilutions or violations thereof or unfair competition therewith; and

(h) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to the Pledgor from time to time with respect to any of the foregoing (in each case, other than Excluded Property). Notwithstanding anything to the contrary contained in clauses (a) through (g), the first priority Security Interest (subject to Permitted Liens) created by this Trademark Security Agreement shall not extend to, and the term "Trademark Collateral" shall not include, any intent-to-use trademark application until an Amendment to Allege Use or a verified Statement of Use has been filed with and accepted by the USPTO with respect to such intent-to-use trademark application. but only if and to the extent that the granting of a Security Interest in such application would result in the impairment of the validity or enforceability of such application or any resulting registration; provided, that, to the extent such application is excluded from the Trademark Collateral, then upon the submission of evidence of use of such trademark, and acceptance thereof by, the USPTO, such trademark application shall automatically be included in the Trademark Collateral and will no longer constitute Excluded Property, without further action on any party's part.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with and not in limitation of the Security Interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Subject to Section 10.4 of the Security Agreement, this Trademark Security Agreement shall automatically and immediately terminate and the Pledged Collateral shall automatically and immediately be released from the Security Interest of this Agreement and the other Loan Documents when the Commitments have been terminated and the Secured Obligations shall have been paid in full in accordance with the terms of the Credit Agreement (other than (i) contingent indemnification obligations and unasserted expense reimbursement obligations and (ii) obligations under the Secured Hedging Agreements and Secured Cash Management Agreements) and all Letters of Credit have been canceled or have expired and all amounts drawn thereunder have been reimbursed in full, cash collateralized in accordance with the Credit Agreement or backstopped. Subject to Section 10.4 of the Security Agreement, upon termination hereof, the Security Interest granted hereby shall automatically and immediately terminate and all rights to the Pledged Collateral shall automatically and immediately revert to the applicable Pledgor or to such other person as may be entitled thereto pursuant to any applicable Legal Requirement. Upon any Asset Sale of Pledged Collateral permitted under Section 6.05 of the Credit Agreement (other than any Asset Sale to another Pledgor) the Security Interest in such Pledged Collateral shall automatically and immediately terminate. Upon termination hereof or any such Asset Sale, permitted disposition (other than to another Pledgor) or release of Pledged Collateral in accordance with the provisions of the Credit Agreement, the Collateral Agent shall on the date thereof and at such other times promptly upon the request of any Pledgor, at the sole reasonable cost and expense of the Pledgor, assign,

transfer and deliver to the Pledgor, against receipt and without recourse to or warranty by the Collateral Agent except that the Collateral Agent has not assigned or otherwise transferred its Security Interest in the Pledged Collateral, such of the Pledged Collateral to be released (in the case of a release) as may be in possession or control of the Collateral Agent, and, with respect to any other Pledged Collateral, with such endorsements or proper documents and instruments (including UCC-3 termination statements or releases) acknowledging the termination hereof or the release of such Pledged Collateral, as the case may be.

SECTION 5. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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

PLEDGOR

BIAMP SYSTEMS, LLC

By: Chris McRorie

Name: Chris McRorie

Title: Vice President, General Counsel & Secretary


[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

MIDCAP FINANCIAL TRUST,
as Collateral Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 

Name: Maurice Amsellem
Title: Authorized Signatory



[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008419 FRAME: 0116

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner
APPRIMO	97384595	27-APR-2022	7160903	12-SEP-2023	BIAMP SYSTEMS, LLC
B. (and Design) 	90700317	10-MAY-2021	7033602	25-APR-2023	BIAMP SYSTEMS, LLC
BEAMTRACKING	87770936	25-JAN-2018	5903932	05-NOV-2019	BIAMP SYSTEMS, LLC
BIAMP	87475437	05-JUN-2017	5522351	24-JUL-2018	BIAMP SYSTEMS, LLC
BIAMP (and Design) B I A M P	76365553	04-FEB-2002	2799713	30-DEC-2003	BIAMP SYSTEMS, LLC
BIAMP CANVAS	85941786	24-MAY-2013	4598315	02-SEP-2014	BIAMP SYSTEMS, LLC
CANVAS	90555813	02-MAR-2021	6784884	12-JUL-2022	BIAMP SYSTEMS, LLC
CLICKMOUNT	90285060	28-OCT-2020	6769801	21-JUN-2022	BIAMP SYSTEMS, LLC
CONNECTING PEOPLE THROUGH EXTRAORDINARY AUDIO VISUAL EXPERIENCES	87911908	08-MAY-2018	6420255	13-JUL-2021	BIAMP SYSTEMS, LLC
CROWD MICS	90389660	17-DEC-2020	6855103	27-SEP-2022	BIAMP SYSTEMS, LLC

Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner
CROWD MICS 	86320854	26-JUN-2014	4688116	17-FEB-2015	BIAMP SYSTEMS, LLC
DAVINCI	78543822	07-JAN-2005	3276496	07-AUG-2007	BIAMP SYSTEMS, LLC
Design Only 	90689800	04-MAY-2021	6909651	29-NOV-2022	BIAMP SYSTEMS, LLC
DESONO	90700057	10-MAY-2021	6718334	03-MAY-2022	BIAMP SYSTEMS, LLC
DEVIO	86450775	11-NOV-2014	4890392	19-JAN-2016	BIAMP SYSTEMS, LLC
HRT	90555980	02-MAR-2021	6784885	12-JUL-2022	BIAMP SYSTEMS, LLC
IMPERA	97377371	22-APR-2022	7160868	12-SEP-2023	BIAMP SYSTEMS, LLC
MODENA	88939649	29-MAY-2020	6616195	11-JAN-2022	BIAMP SYSTEMS, LLC
NEXIA	78344886	23-DEC-2003	2993281	06-SEP-2005	BIAMP SYSTEMS, LLC
PARLé	90477059	20-JAN-2021	6580811	07-DEC-2021	BIAMP SYSTEMS, LLC
SAGEVUE	87942977	31-MAY-2018	5909256	12-NOV-2019	BIAMP SYSTEMS, LLC
SENSORY MARK (Sound Only)	88261751	15-JAN-2019	6754668	07-JUN-2022	BIAMP SYSTEMS, LLC

Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner
TESIRA	86668883	19-JUN-2015	5370477	02-JAN-2018	BIAMP SYSTEMS, LLC
TESIRA	85245113	17-FEB-2011	4085120	10-JAN-2012	BIAMP SYSTEMS, LLC
TESIRAFORTÉ	85941796	24-MAY-2013	4598316	02-SEP-2014	BIAMP SYSTEMS, LLC
TESIRALUX	90700066	10-MAY-2021	6887347	01-NOV-2022	BIAMP SYSTEMS, LLC
VIDI	97384620	27-APR-2022			BIAMP SYSTEMS, LLC
VOCIA	77649203	14-JAN-2009	3785766	04-MAY-2010	BIAMP SYSTEMS, LLC
VOLTERA	97752203	12-JAN-2023	7238203	05-DEC-2023	BIAMP SYSTEMS, LLC