

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6440899

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
SPECTRIO LLC	12/09/2020
RECEIVING PARTY DATA	
Name:	BMO HARRIS BANK, N.A., AS COLLATERAL AGENT
Street Address:	111 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13336161
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:	2123186532
Email:	alanagramer@paulhastings.com
Correspondent Name:	ALANA GRAMER
Address Line 1:	200 PARK AVENUE
Address Line 2:	C/O PAUL HASTINGS LLP
Address Line 4:	NEW YORK, NEW YORK 10166
NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/s/ Alana Gramer
DATE SIGNED:	12/09/2020
Total Attachments: 8	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of December 9, 2020, between the signatory hereto (the “Grantor”) in favor of BMO HARRIS BANK N.A., as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

RECITALS

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset:

- (a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom

under applicable federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.

(b) (i) All patents of the United States, all registrations and recordings thereof, and all applications for patents of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those listed on Schedule 2 hereto, and (ii) all provisionals, reissues, continuations, divisions, continuations-in-part, reexaminations, revisions, renewals or extensions thereof, and the inventions or designs disclosed or claimed therein, including the right to make, use, import and/or sell the inventions or designs disclosed or claimed therein.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

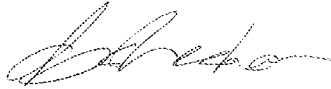
SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

SPECTRIO LLC,
as Grantor

By:  _____

Name: Dax Brady-Sheehan

Title: Chief Executive Officer

BMO HARRIS BANK N.A.,
as Collateral Agent

A handwritten signature in black ink, appearing to read 'T. Meggos', with a long horizontal flourish extending to the right.

By:

Name: Todd Meggos

Title: Managing Director

SCHEDULE 1**UNITED STATES TRADEMARKS:**

Registrations and Applications:

Owner	Jurisdiction	Date Registered	Serial Number	Reg. Number	Mark
Spectrio LLC	United States	8/15/2017	87/173,714	5,268,007	AUTOPLAY
Spectrio LLC	United States	6/19/2018	86/431,517	5,494,823	INTELLITOUCH
Spectrio LLC	United States	5/24/2016	86/468,649	4,962,421	EOS WIRELESS
Spectrio LLC	United States	4/26/2016	86/468,641	4,948,141	CLOUDSTREAM
Spectrio LLC	United States	7/7/2015	86/432,164	4,767,909	ON-HOLD PLUS
Spectrio LLC	United States	11/30/2010	85/021,050	3,883,097	
Spectrio LLC	United States	11/16/2010	85/014,687	3,877,052	 (VITAL MEDIA)
Spectrio LLC	United States	8/28/2012	85/522,539	4,198,419	BE <u>HEARD</u> . BE <u>SEEN</u> . BE INSPIRED.
Spectrio LLC	United States	8/28/2012	85/517,285	4,198,023	BE <u>HEARD</u> . BE <u>SEEN</u> . BE INSPIRED.
Spectrio LLC	United States	8/28/2012	85/517,281	4,198,020	BE <u>HEARD</u> . BE <u>SEEN</u> . BE INSPIRED.
Spectrio LLC	United States	10/16/2012	85/396,278	4,227,237	

					(SPECTRIO)
Spectrio LLC	United States	10/16/2012	85/396,276	4,227,236	SPECTRIO
Spectrio LLC	United States	7/3/2012	85/396,270	4,169,306	SPECTRIO
Spectrio LLC	United States	7/3/2012	85/396,265	4,169,305	 (SPECTRIO)
Spectrio LLC	United States	7/24/2012	85/395,323	4,180,774	 (SPECTRIO)
Spectrio LLC	United States	6/12/2012	85/395,319	4,159,182	SPECTRIO
Spectrio LLC	United States	10/4/2011	77/805,053	4,033,101	CHANNELCARE
Spectrio LLC	United States	12/2/2008	77/394,827	3,539,757	VITAL MEDIA
Spectrio LLC	United States	7/22/2003	76/296,295	2,739,608	 (MESSAGE ON HOLD PLUS)
Spectrio LLC	United States	11/20/2001	76/184,331	2,509,890	SOUNDCARE
Spectrio LLC	United States	7/24/2001	75/837,053	2,472,526	AUDIOMAKERS
Spectrio LLC	United States	5/20/2008	77/081,568	3,432,141	RETAIL RADIO
Spectrio LLC	United States	11/20/2012	85/582,707	4,245,314	
Spectrio LLC	United States		87/711,738	ABAND ONED	VOICE SOLUTIONS
Spectrio LLC	United States	8/21/2012	85/355,073	4,195,748	DIGITAL CLINIC

Spectrio LLC	United States	4/24/2012	85/355,069	4,133,191	DIGITAL CLINIC
Spectrio LLC	United States	12/10/2013	85/748,572	4,446,270	CODIGO
Spectrio LLC	United States	1/9/2007	76/639,997	3,197,167	CODIGO
Spectrio LLC	United States		88/937,793	Pending	SPECTRIO
Spectrio LLC	United States		88/937,815	Pending	SPECTRIO
Spectrio LLC	United States		88/937,805	Pending	SPECTRIO
Spectrio LLC (Industry Weapon, Inc. Merger)	United States	3/12/2019	87/793,519	5,694,848	INDUSTRY WEAPON
Spectrio LLC (Industry Weapon, Inc. Merger)	United States	3/12/2019	87/793,516	5,694,847	COMMANDCENTERHD
Spectrio LLC (Industry Weapon, Inc. Merger)	United States	3/12/2019	87/793,514	5,694,846	MEDIABRIDGE
Industry Weapon, Inc.	Canada		1914540	Pending	MEDIABRIDGE (Canadian)
Industry Weapon, Inc.	Canada		1914330	Pending	INDUSTRY WEAPON (Canadian)
Industry Weapon, Inc.	Canada		1914539	Pending	COMMANDCENTERHD (Canadian)

SCHEDULE 2

UNITED STATES PATENTS:

Registrations and Applications:

Title	Country	Filing Date	Application No.	Issue/ Pub. Date	Pat or Pub No.	Owner
Distributed Audio System	US	12/23/2011	13/336,161	04/22/2014	8,705,756 B1	SPECTRIO LLC