

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM590035

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MUZAK LLC		07/31/2020	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	HPS Investment Partners, LLC, as Collateral Agent
<b>Street Address:</b>	40 West 57th Street, 33rd Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2403095	DRIVE-THRU EXPRESS
Registration Number:	1617101	FM-1
Registration Number:	1647726	HITLINE
Registration Number:	3152757	M
Registration Number:	2432717	MUZAK
Registration Number:	1650387	MARKETING ON HOLD
Registration Number:	393293	MUZAK
Registration Number:	973643	MUZAK
Registration Number:	2380584	YOUR CALLERS ARE LISTENING, EVERY SECOND

## CORRESPONDENCE DATA

Fax Number: 2028357586

*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: 2028357500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

CH \$240.00 2403095

<b>Address Line 4:</b>	Washington, D.C. 20006
<b>ATTORNEY DOCKET NUMBER:</b>	34408.03100
<b>NAME OF SUBMITTER:</b>	Javier J. Ramos
<b>SIGNATURE:</b>	/Javier J. Ramos/
<b>DATE SIGNED:</b>	08/03/2020
<b>Total Attachments: 4</b> source=06.1. Mood - Trademark Security Agreement (Muzak LLC)#page1.tif source=06.1. Mood - Trademark Security Agreement (Muzak LLC)#page2.tif source=06.1. Mood - Trademark Security Agreement (Muzak LLC)#page3.tif source=06.1. Mood - Trademark Security Agreement (Muzak LLC)#page4.tif	

SHORT-FORM TRADEMARK SECURITY AGREEMENT

WHEREAS, MUZAK LLC (the “Grantor”) has adopted, used, is using, or intends to use, and is the owner of the trademark registrations and trademark applications listed in the attached Schedule of Registered Trademarks;

WHEREAS, the Grantor has contemporaneously with the execution of this Short-Form Trademark Security Agreement entered into the Pledge and Security Agreement dated as of July 31, 2020 (as modified from time to time, the “Security Agreement”), in which the Grantor has granted certain interests in favor of HPS INVESTMENT PARTNERS, LLC, as Collateral Agent (“Collateral Agent”) for the benefit of the Secured Parties (as defined therein); and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed with Collateral Agent and the Secured Parties to execute this Short-Form Trademark Security Agreement;

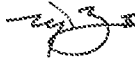
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to Collateral Agent for the benefit of the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in all of its right, title and interest in, to and under all the trademarks, whether now owned or at any time hereafter acquired, of the Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks registrations and trademark applications listed on the attached Schedule of Registered Trademarks, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application), as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations (as defined in the Security Agreement). Notwithstanding the foregoing, in the event of any conflict between this Short-Form Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Date: July 31, 2020

[Remainder of page intentionally left blank.]

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

**MUZAK LLC**

By: 

Name: Michael F. Zendan II

Title: Secretary

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Muzak  
Inventive Solutions  
www.muzak.com

Accepted and Agree:

HPS INVESTMENT PARTNERS, LLC



By: \_\_\_\_\_

Name: Vikas Keswani

Title: Managing Director

SCHEDULE OF  
REGISTERED TRADEMARKS

**LIST OF REGISTERED TRADE NAMES, TRADEMARKS, SERVICES MARKS  
TRADEMARK AND SERVICE MARK REGISTRATIONS AND  
APPLICATIONS FOR TRADEMARK AND SERVICE MARK REGISTRATIONS**

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
DRIVE-THRU EXPRESS	USA	75/367897 03-Oct-1997	2403095 14-Nov-2000	Registered	Muzak LLC
FM-1	USA	73/797679 04-May-1989	1617101 09-Oct-1990	Registered	Muzak LLC
HITLINE	USA	74/092149 28-Aug-1990	1647726 11-Jun-1991	Registered	Muzak LLC
M and Design 	USA	78/300297 15-Sep-2003	3152757 10-Oct-2006	Registered	Muzak LLC
M MUZAK and Design  muzak	USA	75/608892 22-Dec-1998	2432717 06-Mar-2001	Registered	Muzak LLC
MARKETING ON HOLD	USA	74/079538 16-Jul-1990	1650387 09-Jul-1991	Registered	Muzak LLC
MUZAK	USA	71/443471 10-May-1941	393293 03-Feb-1942	Registered	Muzak LLC
MUZAK	USA	72/436399 22-Sep-1972	973643 20-Nov-1973	Registered	Muzak LLC
YOUR CALLERS ARE LISTENING, EVERY SECOND COUNTS	USA	75/605284 14-Dec-1998	2380584 29-Aug-2000	Registered	Muzak LLC