

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI228292

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GENASYS INC.		05/13/2024	Corporation: DELAWARE
GENASYS PUERTO RICO, LLC		05/13/2024	Limited Liability Company: PUERTO RICO
EVERTEL TECHNOLOGIES, LLC		05/13/2024	Limited Liability Company: NEVADA
ZONEHAVEN LLC		05/13/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	CANTOR FITZGERALD SECURITIES, AS COLLATERAL AGENT		
Street Address:	110 EAST 59TH STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	GENERAL PARTNERSHIP: NEW YORK		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3144160	LRAD	
Registration Number:	3450033	SOUNDSABER	
Registration Number:	3753682	LONG RANGE ACOUSTIC DEVICE	
Registration Number:	3684228	LRAD-RX	
Registration Number:	6195443	SOUND SHIELD	
Registration Number:	6458518	GENASYS	
Registration Number:	6458517	GENASYS	
Registration Number:	6117318	ZONEHAVEN	
Registration Number:	6236502	EVERTEL	
CORRESPONDENCE DATA			
Fax Number:	6178568201		
<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)856-8152		

CH \$240.00.00 78304629

Email: trademarks@brownrudnick.com
Correspondent Name: MATTHEW P. YORK
Address Line 1: BROWN RUDNICK LLP
Address Line 2: ONE FINANCIAL CENTER
Address Line 4: BOSTON, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 29970/59

NAME OF SUBMITTER: Michelle Aiello

SIGNATURE: Michelle Aiello

DATE SIGNED: 05/14/2024

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of May 13, 2024 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”) is made and entered into by and among each of the entities identified on the signature pages hereto as a Grantor (each, a “**Grantor**” and, collectively, the “**Grantors**”) and Cantor Fitzgerald Securities, in its capacity as collateral agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to that certain Term Loan and Security Agreement, dated as of May 13, 2024 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”) by and among Genasys Inc., a Delaware corporation (the “**Company**”), the other Grantors, the Collateral Agent, the Administrative Agent and the Lenders party thereto from time to time, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. *Defined Terms.* Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

SECTION 2. *Grant of Security Interest in Trademark Collateral.*

2.1 *Grant of Security.* Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all trademarks registered in the United States (and/or all applications therefor), trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) the trademarks, trade names, service marks, trade dress, taglines, brand names, logos and corporate names, and all registrations and applications therefor listed on Schedule I hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of Grantors' rights corresponding thereto throughout the world, in each case whether now owned or existing or hereafter acquired, created or arising and wherever located (collectively, the “**Trademark Collateral**”) provided that, for the avoidance of doubt, the Trademark Collateral shall not include any Excluded Property.

2.2 *Certain Limited Exclusions.* Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for Trademark registration filed pursuant to Section 1 (b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing under Section 1(c) or Section 1(d) of the Lanham Act of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein prior to such filing would impair the validity or enforceability of any registration that issues from such intent-to-use Trademark application under applicable federal law.

SECTION 3. *Loan Agreement.* The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Loan Agreement, and the Grantors hereby acknowledge and affirm 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 Loan 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 Loan Agreement, the provisions of the Loan Agreement shall control.

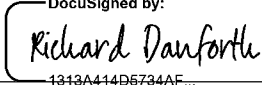
SECTION 4. *Applicable Law.* This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

SECTION 5. *Counterparts.* This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

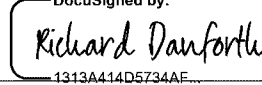
SECTION 6. *Concerning the Agent.* Cantor Fitzgerald Securities is entering into this Trademark Security Agreement solely in its capacity as Collateral Agent under the Loan Agreement and not in its individual or corporate capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges and immunities afforded to the Collateral Agent pursuant to the Loan Agreement and the other Loan Documents, whether or not expressly set forth herein.

IN WITNESS WHEREOF, each 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.

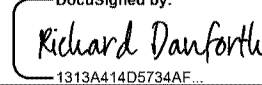
GENASYS INC.,
as Grantor

DocuSigned by:

By: _____
Name: Richard S. Danforth
Title: Chief Executive Officer

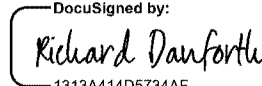
GENASYS PUERTO RICO, LLC,
as Grantor

DocuSigned by:

By: _____
Name: Richard S. Danforth
Title: Chief Executive Officer

EVERTEL TECHNOLOGIES, LLC,
as Grantor

DocuSigned by:

By: _____
Name: Richard S. Danforth
Title: Chief Executive Officer

ZONEHAVEN LLC,
as Grantor

DocuSigned by:

By: _____
Name: Richard S. Danforth
Title: Chief Executive Officer

Accepted and Agreed:

CANTOR FITZGERALD SECURITIES, as
Collateral Agent

By: _____
DocuSigned by:
James Buccola
B733667B2F8943A...
Name: James Buccola
Title: Head of Fixed Income


Legal Reviewed

DS
RY

Ryan Yeh

Assistant General Counsel

SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

00025-22191.TM	LRAD	United States	Registered	9/24/2003	78304629	9/19/2006	3144160
00025-35922.TM	SOUNDSABER	United States	Registered	9/19/2006	77002136	6/17/2008	3450033
00025-35945.TM	LONG RANGE ACOUSTIC DEVICE	United States	Registered	8/13/2008	77546441	3/2/2010	3753682
00025-35946.TM	LRAD-RX	United States	Registered	8/15/2008	77548433	9/15/2009	3684228
00025-35965.TM	SOUND SHIELD	United States	Registered	10/13/2016	87/201,969	11/10/2020	6,195,443
00025-35970.TM		United States	Registered	10/23/2018	88165519	8/24/2021	6458518
00025-35975.TM	GENASYS	United States	Registered	10/23/2018	88165503	8/24/2021	6458517
00025-35991.TM	ZONEHAVEN	United States	Registered	1/3/2020	88746585	8/4/2020	6117318
00025-36018.TM	EVERTEL	United States	Registered	11/7/2019	88683114	1/5/2021	6236502