

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM627571

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZAGG INC		02/22/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Lynx Holdings V, LLC		
Street Address:	2229 San Felipe Street, Suite 1300		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77019		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	5927092	GLASSFUSION	
Registration Number:	5784815	GLASS DEFENSE	
Registration Number:	5388408	GLASSDEFENSE	
Registration Number:	5727763	VISIONGUARD	
Registration Number:	5147970	SAPPHIRE DEFENSE	
Registration Number:	4925664	INVISIBLE SHIELD	
Registration Number:	4140986	INVISIBLE SHIELD	
Registration Number:	3825458	INVISIBLE SHIELD	
Registration Number:	4701409	EZ APPLY	
Registration Number:	4634052	ZAGG	
Registration Number:	4258130	ZAGG	
Registration Number:	4137585	ZAGG	
Registration Number:	3838237	ZAGG	
Registration Number:	4122465	IFROGZ	
Registration Number:	4096424	SHIELDZONE	
Registration Number:	3309320	IFROGZ	
Registration Number:	5826188	IFROGZ	
Registration Number:	5759705	PROTECT YOUR EYES - AND YOUR PHONE	
Registration Number:	5826189	RUGGED BOOK	

CH \$690.00 5927092

Property Type	Number	Word Mark
Registration Number:	5826190	SLIM BOOK
Registration Number:	5916690	LIQUID DEFENSE
Registration Number:	5766237	PROTECT YOUR EYES-AND YOUR TABLET
Registration Number:	5113075	
Serial Number:	88671107	MAX PROTECTION
Registration Number:	6120743	MAX PROTECTION
Serial Number:	88775834	TAP-IN
Registration Number:	5493094	GEAR4

CORRESPONDENCE DATA

Fax Number: 8883259172
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: 6172390567
Email: carla.hines@lockelord.com
Correspondent Name: Carla Hines
Address Line 1: 111 Huntington Avenue
Address Line 2: Locke Lord LLP
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	0030032.00001
NAME OF SUBMITTER:	Carla Hines
SIGNATURE:	/s/ Carla Hines
DATE SIGNED:	02/22/2021

Total Attachments: 22
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this “Agreement”) is made effective as of the 22 day of February, 2021 by ZAGG INC, a Delaware corporation (the “Pledgor”), in favor of LYNX HOLDINGS V, LLC, a Texas limited liability company, as the administrative agent under the Credit Agreements, as hereinafter defined (the “Administrative Agent”), for the benefit of the Administrative Agent and the Lenders, as hereinafter defined.

1. Recitals.

Zephyr Merger Sub, Inc., a Delaware corporation, which, immediately following the consummation of the Zagg Acquisition (as defined in the Senior Term Loan Credit Agreement, as hereinafter defined) will merge with and into the Pledgor (together with its successors and assigns, the “Senior Term Loan Borrower”), is entering into that certain Term Loan and Security Agreement, dated as of the date hereof, with the lenders from time to time party thereto (together with their respective successors and assigns, and any other additional lenders that become party to the Senior Term Loan Credit Agreement collectively, the “Senior Term Loan Lenders” and, individually, each a “Senior Term Loan Lender”) and the Administrative Agent (as the same may from time to time be amended, restated or otherwise modified, the “Senior Term Loan Credit Agreement”).

The Pledgor deems it to be in the direct pecuniary and business interests of the Pledgor that it obtain from the Senior Term Loan Lenders the financial accommodations as described in the Senior Term Loan Credit Agreement and the Loans (as defined therein).

The Pledgor is entering into that certain Springing Guaranty of Payment, dated as of the date hereof, in favor of the Administrative Agent for the benefit of the Holdings Term Loan Lenders (as the same may from time to time be amended, restated or otherwise modified, the “Springing Guaranty of Payment”) in connection with that certain Term Loan and Security Agreement, dated as of the date hereof, among Zephyr Holdings, Inc., a Delaware corporation (“Holdings” and together with Senior Term Loan Borrower, the “Borrowers”), the lenders from time to time party thereto (together with their respective successors and assigns, collectively, the “Holdings Term Loan Lenders” and, individually, each a “Holdings Term Loan Lender” and together with the Senior Term Loan Lenders, collectively, the “Lenders” and, individually, each a “Lender”) and the Administrative Agent (as the same may from time to time be amended, restated or otherwise modified, the “Holdings Term Loan Credit Agreement” and together with the Senior Term Loan Credit Agreement, the “Credit Agreements”). The Pledgor desires that the Holdings Term Loan Lenders grant to Holdings the financial accommodations as described in the Holdings Term Loan Credit Agreement.

The Pledgor, a direct or indirect subsidiary of Holdings, deems it to be in the direct pecuniary and business interests of the Pledgor that Holdings obtain from the Lenders the “Loans” as defined in the Holdings Term Loan Credit Agreement.

The Pledgor understands that the Lenders are willing to enter into the Credit Agreements and grant the financial accommodations provided for in the Credit Agreements only upon certain terms and conditions, one of which is that the Pledgor grant to the Administrative Agent, for the benefit of the Lenders, a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of the Lenders entering into the Credit Agreements and each financial accommodation granted to the Borrowers by the Lenders, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Senior Term Loan Credit Agreement shall have their respective meanings ascribed to them in the Senior Term Loan Credit Agreement, and (b) unless otherwise defined in the Senior Term Loan Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

“Assignment” means an Assignment in the form of Exhibit A attached hereto.

“Collateral” means, collectively, all of the Pledgor’s existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, rights in trade dress, publicity, works of authorship and other unregistered copyrightable material, improvements, and proprietary and confidential information, including, without limitation, personal, financial, and other sensitive data, plans, know-how, processes, formulae, algorithms and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) general intangibles and all intangible intellectual or similar property of the Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not the Administrative Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing.

“Event of Default” means an event or condition that constitutes an Event of Default, as defined in Section 9.1 hereof.

“Proceeds” means (a) proceeds, as that term is defined in the U.C.C., and any other proceeds, and (b) whatever is received upon the sale, exchange, collection, or other disposition of Collateral or proceeds, whether cash or non-cash. Cash proceeds include, without limitation,

moneys, checks, and Deposit Accounts. Proceeds include, without limitation, any Account arising when the right to payment is earned under a contract right, any insurance payable by reason of loss or damage to the Collateral, and any return or unearned premium upon any cancellation of insurance.

“Secured Obligations” means the “Obligations” as defined in the Senior Term Loan Credit Agreement; provided, that, upon the occurrence of a Springing Collateral Event, the “Secured Obligations” shall also include the “Obligations” as defined in the Springing Guaranty of Payment.

“USCO” means the United States Copyright Office in Washington, D.C.

“USPTO” means the United States Patent and Trademark Office in Alexandria, Virginia.

3. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Secured Obligations, the Pledgor hereby agrees that the Administrative Agent shall at all times have, and hereby grants to the Administrative Agent, for the benefit of the Lenders, a security interest in all of the Collateral, including (without limitation) all of the Pledgor’s future Collateral, irrespective of any lack of knowledge by the Administrative Agent or the Lenders of the creation or acquisition thereof.

4. Intercreditor Agreement. The exercise of any right or remedy by the Administrative Agent hereunder is subject to the provisions of that certain Intercreditor and Subordination Agreement, dated as of the date hereof, among the Administrative Agent, acting in each of the capacities of Obligor Term Agent and Holdings Term Agent (as each is defined therein), the ABL Agent, and the other obligors signatory thereto (as the same may from time to time be amended, restated or otherwise modified).

5. Representations and Warranties. The Pledgor hereby represents and warrants to the Administrative Agent and each Lender as follows:

5.1. The Pledgor owns all of the Collateral and, whether the same are registered or unregistered, and no such Collateral has been adjudged invalid or unenforceable.

5.2. The Collateral is valid and enforceable.

5.3. The Pledgor has no knowledge of any material claim that the use of any of the Collateral does or may violate the rights of any Person.

5.4. Except for liens expressly permitted pursuant to Section 5.9 of the Senior Term Loan Credit Agreement, the Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Pledgor not to sue third Persons.

5.5. The Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

5.6. The Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a material adverse effect on the Pledgor.

6. Further Assignment Prohibited. The Pledgor shall not enter into any agreement that is inconsistent with the Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral, without the Administrative Agent's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

7. Right to Inspect. The Pledgor hereby grants to the Administrative Agent, for the benefit of the Lenders, and its employees and agents the right, upon prior reasonable notice to Pledgor and during regular business hours, to visit any location of the Pledgor or, if applicable, any other location, and to inspect the products and quality control records relating thereto at the Pledgor's expense, except that no such notice shall be required upon the occurrence of an Event of Default.

8. Standard Patent and Trademark Use. The Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. The Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. The Pledgor shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and SM where appropriate.

9. Events of Default and Remedies.

9.1. The occurrence of an Event of Default, as defined in any Credit Agreement, shall constitute an Event of Default.

9.2. The Administrative Agent, for the benefit of the Lenders, shall at all times have the rights and remedies of a secured party under the U.C.C. as in effect from time to time, in addition to the rights and remedies of a secured party provided elsewhere within this Agreement, any Note or any other Loan Document, or otherwise provided in law or equity.

9.3. The Pledgor expressly acknowledges that the Administrative Agent, on behalf of the Lenders, shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, the Pledgor shall execute and deliver to the Administrative Agent the Assignment, which Assignment shall have no force and effect and shall be held by the Administrative Agent in escrow until the occurrence of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of the Administrative Agent in the form reflected on the face of the

Assignment and the Administrative Agent may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate.

9.4. If an Event of Default shall occur, the Pledgor irrevocably authorizes and empowers the Administrative Agent, on behalf of the Lenders, to terminate the Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to the Pledgor or any other Person or property, all of which the Pledgor hereby waives, and upon such terms and in such manner as the Administrative Agent may deem advisable, the Administrative Agent, on behalf of the Lenders, in its sole discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that the Pledgor may have therein, at any time, or from time to time. No prior notice need be given to the Pledgor or to any other Person in the case of any sale of Collateral that the Administrative Agent determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case the Administrative Agent shall give the Pledgor no fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. The Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, the Administrative Agent or any Lender may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights the Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, the Administrative Agent may apply the net proceeds of each such sale to or toward the payment of the Secured Obligations, whether or not then due, in such order and by such division as the Administrative Agent, in its sole discretion, may deem advisable. Any excess, to the extent permitted by law, shall be paid to the Pledgor, and the obligors on the Secured Obligations shall remain liable for any deficiency.

10. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. The Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that the Pledgor shall not be obligated to maintain any Collateral in the event the Pledgor determines, in the reasonable business judgment of the Pledgor, that the maintenance of such Collateral is no longer necessary in the Pledgor's business. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by the Administrative Agent and the Lenders in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, attorneys' fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Pledgor, upon demand by the Administrative Agent and, until so paid, shall be added to the principal amount of the Secured Obligations.

11. The Pledgor's Obligation to Prosecute. Except as otherwise agreed to by the Administrative Agent in writing, the Pledgor shall have the duty to prosecute diligently any patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter until the Secured Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by the Pledgor. The Pledgor shall not abandon any Collateral without the prior written consent of the Administrative Agent, unless such abandonment will not have a material adverse effect on the Pledgor or such abandonment is in connection with the abandonment of a product or product line.

12. Administrative Agent's Right to Enforce. The Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. The Administrative Agent, on behalf of the Lenders, shall have the right, but shall have no obligation, to join in any such action. The Pledgor shall promptly, upon demand, reimburse and indemnify the Administrative Agent and the Lenders for all damages, reasonable costs and expenses, including attorneys' fees, incurred by the Administrative Agent and the Lenders in connection with the provisions of this Section 12, in the event the Administrative Agent, on behalf of the Lenders, elects to join in any such action commenced by the Pledgor.

13. Power of Attorney. The Pledgor hereby authorizes and empowers the Administrative Agent, on behalf of the Lenders, to make, constitute and appoint any officer or agent of the Administrative Agent as the Administrative Agent may select, in its exclusive discretion, as the Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence of an Event of Default, the Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent, on behalf of the Lenders, to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for the Administrative Agent, on behalf of the Lenders, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill, to any Person or Persons. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

14. Administrative Agent's Right to Perform Obligations. If the Pledgor fails to comply with any of its obligations under this Agreement, the Administrative Agent, on behalf of the Lenders, may, but is not obligated to, do so in the name of the Pledgor or in the name of the Administrative Agent, on behalf of the Lenders, but at the Pledgor's expense, and the Pledgor hereby agrees to reimburse the Administrative Agent, upon request, in full for all expenses, including reasonable attorneys' fees, incurred by the Administrative Agent and the Lenders in protecting, defending and maintaining the Collateral.

15. Additional Documents. The Pledgor shall, upon written request of the Administrative Agent, enter into such additional documents or instruments as may be required by

the Administrative Agent in order to effectuate, evidence or perfect the interest of the Administrative Agent and the Lenders in the Collateral, as evidenced by this Agreement.

16. New Collateral. If, before the Secured Obligations shall have been irrevocably paid in full and both Credit Agreements terminated, the Pledgor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and the Pledgor shall give the Administrative Agent prompt written notice thereof.

17. Modifications for New Collateral. The Pledgor hereby authorizes the Administrative Agent to modify this Agreement by amending Schedule 1 hereto to include any future Collateral as contemplated by Sections 1 and 16 hereof and, at the Administrative Agent's request, the Pledgor shall execute any documents or instruments required by the Administrative Agent in order to modify this Agreement as provided by this Section 17, provided that any such modification to Schedule 1 shall be effective without the signature of the Pledgor.

18. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to the Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature pages of any applicable Credit Agreement, if to the Administrative Agent or any Lender, mailed or delivered to it, addressed to the address of the Administrative Agent or such Lender specified on the signature pages of the Senior Term Loan Credit Agreement or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered (if received during normal business hours on a Business Day, such Business Day, otherwise the following Business Day) or two Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile or electronic communication, in each case of facsimile or electronic communication with telephonic confirmation of receipt. All notices pursuant to any of the provisions hereof shall not be effective until received.

19. No Waiver or Course of Dealing. No course of dealing between the Pledgor and the Administrative Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any such Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

20. Remedies Cumulative. Each right, power or privilege specified or referred to in this Agreement is in addition to any other rights, powers and privileges that the Administrative Agent or the Lenders may have or acquire by operation of law, by other contract or otherwise. Each right, power or privilege may be exercised by the Administrative Agent and the Lenders either independently or concurrently with other rights, powers and privileges and as often and in such order as the Administrative Agent and the Lenders may deem expedient. All of the rights and remedies of the Administrative Agent and the Lenders with respect to the Collateral, whether

established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

21. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

22. Modifications. This Agreement may be amended or modified only by a writing signed by the Pledgor and the Administrative Agent. No waiver or consent granted by the Administrative Agent and the Lenders in respect of this Agreement shall be binding upon the Administrative Agent and the Lenders unless specifically granted in writing, which writing shall be strictly construed.

23. Assignment and Successors. This Agreement shall not be assigned by the Pledgor without the prior written consent of the Administrative Agent. This Agreement shall be binding upon the Pledgor and the successors and permitted assigns of the Pledgor, and shall inure to the benefit of and be enforceable and exercisable by the Administrative Agent on behalf of and for the benefit of the Administrative Agent and the Lenders and their respective successors and assigns. Any attempted assignment or transfer without the prior written consent of the Administrative Agent shall be null and void.

24. Entire Agreement. This Agreement integrates all of the terms and conditions with respect to the Collateral and supersedes all oral representations and negotiations and prior writings, if any, with respect to the subject matter hereof.

25. Headings; Execution. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement. This Agreement may be executed by facsimile or other electronic signature, which, when so executed and delivered, shall be deemed to be an original.

26. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of the Pledgor, the Administrative Agent and the Lenders hereunder shall be governed by and construed in accordance with New York law. The Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any New York state or federal court sitting in New York County, New York, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and the Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. The Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. The Pledgor agrees that a final, nonappealable judgment in any such action or proceeding in any state or federal court in the

State of New York shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

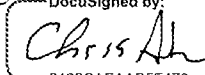
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JURY TRIAL WAIVER. THE PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE PLEDGOR, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first set forth above.

Address: 910 West Legacy Center Drive
Suite 500
Midvale, Utah 84047
Attention: President and Secretary

ZAGG INC
DocuSigned by:

By: _____
Chris Ahern
Chief Executive Officer

[Signature Page to IP Security Agreement]

SCHEDULE 1

See attached.

➤ ZAGG INC.¹

Trademarks

No.	Country / Jurisdiction	Trademark	App. No.	Reg. No.	Status	Recorded Owner
1.	United States	GLASSFUSION	87/552,831	5,927,092	Registered	ZAGG Inc
2.	United States	GLASS DEFENSE	87/851,313	5,784,815	Registered	ZAGG Inc
3.	United States	GLASSDEFENSE	87/406,650	5,388,408	Registered	ZAGG Inc
4.	United States	VISIONGUARD	88/116,306	5,727,763	Registered	ZAGG Inc
5.	United States	SAPPHIRE DEFENSE	86/871,130	5,147,970	Registered	ZAGG Inc
6.	United States	INVISIBLE SHIELD	86/622,570	4,925,664	Registered	ZAGG Inc
7.	United States	INVISIBLE SHIELD	85/127,327	4,140,986	Registered	ZAGG Inc
8.	United States	INVISIBLE SHIELD	77/096,911	3,825,458	Registered	ZAGG Inc
9.	Canada	INVISIBLE SHIELD	1483853	TMA8019 15	Registered	Zagg Intellectual Property Holding Co., Inc.
10.	Colombia	INVISIBLE SHIELD	10/036425	413209	Registered	Zagg Intellectual Property Holding Co., Inc.
11.	Philippines	INVISIBLE SHIELD	PH-4-2013-4576	4-2013- 4576	Registered	Zagg Intellectual Property Holding Co., Inc.
12.	United States	EZ APPLY	86/272,714	4,701,409	Registered	ZAGG Inc Zagg Intellectual Property Holding Co., Inc. (assignment to ZAGG Inc recorded in the Assignment Division 2/25/2020, but TSDR database not updated yet)
13.	United States	ZAGG	86/120,072	4,634,052	Registered	ZAGG Inc
14.	Mexico	ZAGG	119851479893	1942510	Registered	ZAGG Inc
15.	United States	ZAGG	85/109,344	4,258,130	Registered	ZAGG Inc
16.	United States	ZAGG	85/116,623	4,137,585	Registered	ZAGG Inc
17.	Australia	ZAGG	1266121	1266121	Registered	Zagg Intellectual Property Holding Co., Inc.
18.	United States	ZAGG	77/146,689	3,838,237	Registered	ZAGG Inc
19.	Canada	ZAGG	1515743	TMA8616 54	Registered	Zagg Intellectual Property Holding Co., Inc.
20.	Canada	ZAGG	1365836	TMA8371 65	Registered	Zagg Intellectual Property Holding Co., Inc.
21.	China	ZAGG	14727903	14727903	Registered	Zagg Intellectual Property Holding Co., Inc. (assignment to ZAGG Inc filed)




¹ All Intellectual Property that does not currently have Zagg Inc. as the record owner will be updated as necessary for renewal or enforcement.

No.	Country / Jurisdiction	Trademark	App. No.	Reg. No.	Status	Recorded Owner
22.	China	ZAGG	7444833	7444833	Registered	ZAGG Inc
23.	China	ZAGG	38511674		Pending	Zagg Intellectual Property Holding Co., Inc. (assignment to ZAGG Inc filed)
24.	Hong Kong	ZAGG	301835767	30183576 7	Registered	Zagg Intellectual Property Holding Co., Inc.
25.	Hong Kong	ZAGG	301217754	30121775 4	Registered	Zagg Intellectual Property Holding Co., Inc.
26.	India	ZAGG	2101359	2101359	Registered	Zagg Intellectual Property Holding Co., Inc.
27.	India	ZAGG	1742932	1742932	Registered	Zagg Intellectual Property Holding Co., Inc.
28.	Japan	ZAGG	2008083759	5234734	Registered	Zagg Intellectual Property Holding Co., Inc.
29.	Korea	ZAGG	4020080048050	40- 0825850	Registered	Zagg Intellectual Property Holding Co., Inc.
30.	Madrid Protocol	ZAGG	1070970	1070970	Registered	ZAGG Inc
31.	Australia	ZAGG	1070970	1419687	Designated	ZAGG Inc
32.	China	ZAGG	G1070970	G1070970	Designated	ZAGG Inc
33.	European Union	ZAGG	1070970	1070970	Designated	ZAGG Inc
34.	Japan	ZAGG	1070970	1070970	Designated	ZAGG Inc
35.	Korea	ZAGG	4020120023171	1070970	Designated	ZAGG Inc
36.	Mexico	ZAGG	1155834	1230111	Registered	Zagg Intellectual Property Holding Co., Inc.
37.	Mexico	ZAGG	967076	1098228	Registered	Zagg Intellectual Property Holding Co., Inc.
38.	Peru	ZAGG	798990	282299	Registered	Zagg Intellectual Property Holding Co., Inc.
39.	Philippines	ZAGG	PH-4-2015- 502199	4-2015- 502199	Registered	Zagg Intellectual Property Holding Co., Inc.
40.	United States	IFROGZ	85/087,009	4,122,465	Registered	ZAGG Inc
41.	Argentina	IFROGZ	3061831	2494072	Registered	Zagg Intellectual Property Holding Co., Inc.
42.	Brazil	IFROGZ	830917594	83091759 4	Registered	Zagg Intellectual Property Holding Co., Inc.
43.	Canada	IFROGZ	1511834	TMA8710 67	Registered	Zagg Intellectual Property Holding Co., Inc.
44.	Canada	IFROGZ	1294867	TMA7259 10	Registered	Zagg Intellectual Property Holding Co., Inc.
45.	Chile	IFROGZ	937237	931225	Registered	Zagg Intellectual Property Holding Co., Inc.
46.	Chile	IFROGZ	937239	947874	Registered	Zagg Intellectual Property Holding Co., Inc.
47.	China	IFROGZ	5416301	5416301	Registered	Zagg Intellectual Property Holding Co., Inc. (assignment to ZAGG Inc filed)
48.	China	IFROGZ	8523209	8523209	Registered	Zagg Intellectual Property Holding Co., Inc. (assignment to ZAGG Inc filed)
49.	European Union	IFROGZ	5008487	5008487	Registered	Zagg Intellectual Property Holding Co., Inc.




TRADEMARK

No.	Country / Jurisdiction	Trademark	App. No.	Reg. No.	Status	Recorded Owner
50.	European Union	IFROGZ	9274671	9274671	Registered	Zagg Intellectual Property Holding Co., Inc.
51.	India	IFROGZ	2085341	2085341	Registered	Zagg Intellectual Property Holding Co., Inc.
52.	Madrid Protocol	IFROGZ	1067284	1067284	Registered	ZAGG Inc
53.	Australia	IFROGZ	1067284	1412135	Designated	ZAGG Inc
54.	Switzerland	IFROGZ	1067284	1067284	Designated	ZAGG Inc
55.	Israel	IFROGZ	1067284	236172	Designated	ZAGG Inc
56.	Japan	IFROGZ	1067284	1067284	Designated	ZAGG Inc
57.	Norway	IFROGZ	201102476	1067284	Designated	ZAGG Inc
58.	Russian Federation	IFROGZ	1067284	1067284	Designated	ZAGG Inc
59.	Turkey	IFROGZ	2011/23117	2011 23117	Designated	ZAGG Inc
60.	Mexico	IFROGZ	1147819	1246319	Registered	Zagg Intellectual Property Holding Co., Inc.
61.	New Zealand	IFROGZ	835856	835856	Registered	Zagg Intellectual Property Holding Co., Inc.
62.	Peru	IFROGZ	798992	282303	Registered	Zagg Intellectual Property Holding Co., Inc.
63.	Thailand	IFROGZ	793698	C374889	Registered	Zagg Intellectual Property Holding Co., Inc.
64.	European Union	ZAGGFOLIO	10609865	10609865	Registered	Zagg Intellectual Property Holding Co., Inc.
65.	European Union	ZAGGMATE	10609782	10609782	Registered	Zagg Intellectual Property Holding Co., Inc.
66.	Indonesia	ZAGG	D002012046119	IDM0004 58164	Registered	Zagg Intellectual Property Holding Co., Inc.
67.	United States	SHIELDZONE	77/146,708	4,096,424	Registered	ZAGG Inc
68.	United States	IFROGZ	78/777,305	3,309,320	Registered	ZAGG Inc
69.	Brazil		904664686	904664686	Registered	Zagg Intellectual Property Holding Co., Inc.
70.	European Union		8492051	8492051	Registered	Zagg Intellectual Property Holding Co., Inc.
71.	India		1886059	1886059	Registered	Zagg Intellectual Property Holding Co., Inc.
72.	Colombia		09/144291	435667	Registered	Zagg Intellectual Property Holding Co., Inc.
73.	China	自格	16957364	16957364	Registered	Zagg Intellectual Property Holding Co., Inc. (assignment to ZAGG Inc filed)

TRADEMARK

No.	Country / Jurisdiction	Trademark	App. No.	Reg. No.	Status	Recorded Owner
74.	United States		88/245,886	5,826,188	Registered	ZAGG Inc
75.	United States	PROTECT YOUR EYES - AND YOUR PHONE	88/245,895	5,759,705	Registered	ZAGG Inc
76.	United States	RUGGED BOOK	88/245,902	5,826,189	Registered	ZAGG Inc
77.	United States	SLIM BOOK	88/245,910	5,826,190	Registered	ZAGG Inc
78.	United States	LIQUID DEFENSE	88/291,965	5,916,690	Registered	ZAGG Inc
79.	United States	PROTECT YOUR EYES-AND YOUR TABLET	88/291,968	5,766,237	Registered	ZAGG Inc
80.	European Union	LIQUID DEFENCE	18021255	18021255	Registered	Zagg Intellectual Property Holding Co., Inc.
81.	United States		87/011,011	5,113,075	Registered	ZAGG Inc
82.	Philippines		4-2019-006281	4-2019-006281	Registered	Zagg Intellectual Property Holding Co., Inc.
83.	China	ZAGG ISOD	38498080	38498080	Registered	Zagg Intellectual Property Holding Co., Inc. (assignment to ZAGG Inc filed)
84.	China	ZAGG ISOD	38489503	38489503	Registered	Zagg Intellectual Property Holding Co., Inc. (assignment to ZAGG Inc filed)
85.	China	ZAGG ISOD	38498055	38498055	Registered	Zagg Intellectual Property Holding Co., Inc. (assignment to ZAGG Inc filed)
86.	China	ZAGG ISOD	38488707	38488707	Registered	Zagg Intellectual Property Holding Co., Inc. (assignment to ZAGG Inc filed)
87.	China	ISOD	38493269	38493269	Registered	Zagg Intellectual Property Holding Co., Inc. (assignment to ZAGG Inc filed)
88.	China	ISOD	38498288	38498288	Registered	Zagg Intellectual Property Holding Co., Inc. (assignment to ZAGG Inc filed)
89.	China	ISOD	38486919	38486919	Registered	Zagg Intellectual Property Holding Co., Inc. (assignment to ZAGG Inc filed)
90.	China	ISOD	38506690	38506690	Registered	Zagg Intellectual Property Holding Co., Inc. (assignment to ZAGG Inc filed)

TRADEMARK

No.	Country / Jurisdiction	Trademark	App. No.	Reg. No.	Status	Recorded Owner
91.	United States		88/671,107		Allowed	ZAGG Inc
92.	United States		88/978,179	6,120,743	Registered	ZAGG Inc
93.	United States	TAP-IN	88/775,834		Allowed	ZAGG Inc
94.	Mexico		1479895	1603141	Registered	Zagg Intellectual Property Holding Co., Inc.
95.	Argentina		3822047		Pending	Zagg Intellectual Property Holding Co., Inc.
96.	Brazil	GEAR4	917814266	917814266	Registered	Zagg Intellectual Property Holding Co., Inc.
97.	Canada	GEAR4	1473256	TMA834609	Registered	Gear4 HK Limited
98.	China	GEAR4	38816571		Pending	Zagg Intellectual Property Holding Co., Inc. (assignment to ZAGG Inc filed)
99.	Colombia	GEAR4	SD2019/0065737	642319	Registered	Zagg Intellectual Property Holding Co., Inc.
100	European Union	GEAR4	16384711	16384711	Registered	Gear4 HK Limited
10	Hong Kong	GEAR4	301705987	301705987	Registered	Gear4 HK Limited
102	India	GEARA (this is a clerical error that the associate has tried to fix numerous times)	1718007	1718007	Registered	Disruptive Hong Kong Limited (assignments to ZAGG Inc in progress)
103	Madrid Protocol	GEAR4	939687	939687	Registered	ZAGG Inc
104	Australia	GEAR4	939687	1207791	Designated	ZAGG Inc
105	Caribbean Netherlands	GEAR4	939687	939687	Designated	ZAGG Inc
106	Japan	GEAR4	939687	939687	Designated	ZAGG Inc
107	Singapore	GEAR4	939687	T1109964D	Designated	ZAGG Inc
108	Turkey	GEAR4	939687	939687	Designated	ZAGG Inc
109	Madrid Protocol	GEAR4	927839	927839	Registered	ZAGG Inc
110	China	GEAR4	927839	G927839	Designated	ZAGG Inc
111	Madrid Protocol	GEAR4	1004057	1004057	Registered	ZAGG Inc

TRADEMARK

No.	Country / Jurisdiction	Trademark	App. No.	Reg. No.	Status	Recorded Owner
11	Russian Federation	GEAR4	1004057	1004057	Designated	ZAGG Inc
11	Madrid Protocol	GEAR4	1011860	1011860	Registered	ZAGG Inc
11	Korea	GEAR4	1011860	1011860	Designated	ZAGG Inc
11	Madrid Protocol	GEAR4	1057406	1057406	Registered	ZAGG Inc
11	Switzerland	GEAR4	1057406	1057406	Designated	ZAGG Inc
11	Norway	GEAR4	1057406	1057406	Designated	ZAGG Inc
11	Mexico	GEAR4	2251537	2065111	Registered	Zagg Intellectual Property Holding Co., Inc.
11	Taiwan	GEAR4	100024662	1593526	Registered	Disruptive Limited (assignments to ZAGG Inc in progress)
12	Peru	GEAR4	800384		Suspended	Zagg Intellectual Property Holding Co., Inc.
12	United States	GEAR4	87/284,219	5,493,094	Registered	Gear4 HK Limited

TRADEMARK

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Patents

No.	Country	Title	App. No.	Patent No.	Status	Recorded Owner
1.	United States	Combined Cover, Keyboard and Stand for Tablet Computer with Reversible Connection for Keyboard and Reading Configuration	13/896,900	8,599,542	Issued	ZAGG Intellectual Property Holding Co., Inc.
2.	United States	Keyboard Cover and Tablet Stand	29/457,037	D701,215	Issued	ZAGG Intellectual Property Holding Co., Inc.
3.	United States	Keyboard	29/457,038	D727,324	Issued	ZAGG Intellectual Property Holding Co., Inc.
4.	United States	Keyboard and Folio with Size Adjustment for Tablet Computer	14/085,229	8,837,131	Issued	ZAGG Intellectual Property Holding Co., Inc.
5.	United States	Reversible Folio for Tablet Computer with Reversible Connection for Keyboard and Reading Configuration	14/146,438	8,817,457	Issued	ZAGG Intellectual Property Holding Co., Inc.
6.	United States	Reversible Folio for Tablet Computer with Reversible Connection for Keyboard and Reading Configuration	14/335,617	9,036,340	Issued	ZAGG Intellectual Property Holding Co., Inc.
7.	Canada	Reversible Folio for Tablet Computer with Reversible Connection for Keyboard and Reading Configuration	2,887,588	2,887,588	Issued	ZAGG Intellectual Property Holding Co., Inc.
8.	United States	Mini Wireless Speaker	29/481,182	D733,683	Issued	ZAGG Intellectual Property Holding Co., Inc.
9.	United States	Mini Wireless Speaker	29/481,183	D733,096	Issued	ZAGG Intellectual Property Holding Co., Inc.
10.	United States	Foldable Keyboard	14/330,948	8,917,499	Issued	ZAGG Intellectual Property Holding Co., Inc.
11.	United States	In-Line Cord Management and Clip System	14/812,761	9,402,123	Issued	ZAGG Intellectual Property Holding Co., Inc.
12.	United States	Cord Management and Clip System for Wireless Audio Receiver	14/940,943	9,414,146	Issued	ZAGG Intellectual Property Holding Co., Inc.

No.	Country	Title	App. No.	Patent No.	Status	Recorded Owner
13.	United States	Combined Wireless Speaker and Video Recorder	29/537,812	D772,298	Issued	ZAGG Intellectual Property Holding Co., Inc.
14.	United States	Auxiliary Speaker and Microphone System for Cellular Phone	14/660,706	9,055,156	Issued	ZAGG Intellectual Property Holding Co., Inc.
15.	United States	Stylus	29/520,339	D770,453	Issued	ZAGG Intellectual Property Holding Co., Inc.
16.	United States	Charger with Strap for Securing Cord	14/660,798	9,112,368	Issued	ZAGG Intellectual Property Holding Co., Inc.
17.	United States	Wireless Keyboard with a Pivotal Slot	15/069,609	10,296,103	Issued	ZAGG Intellectual Property Holding Co., Inc.
18.	United States	Keyboard Folio with Attachment Strip	15/150,748	9,489,054	Issued	ZAGG Intellectual Property Holding Co., Inc.
19.	United States	Friction Resistance Hinge with Auto Lock	15/150,665	9,557,776	Issued	ZAGG Intellectual Property Holding Co., Inc.
20.	United States	Tablet Computer Case	29/405,037	D679,277	Issued	ZAGG Intellectual Property Holding Co., Inc.
21.	United States	Tablet Computer Case	29/494,691	D753,123	Issued	ZAGG Intellectual Property Holding Co., Inc.
22.	United States	Tablet Computer Case	29/405,127	D676,449	Issued	ZAGG Intellectual Property Holding Co., Inc.
23.	United States	Tablet Computer Case	29/425,497	D714,790	Issued	ZAGG Intellectual Property Holding Co., Inc.
24.	United States	Tablet Computer Case and Associated Methods	13/097,043	8,467,183	Issued	ZAGG Intellectual Property Holding Co., Inc.
25.	United States	Tablet Computer Case and Associated Methods	13/283,357	8,467,179	Issued	ZAGG Intellectual Property Holding Co., Inc.
26.	United States	Tablet Computer Case and Associated Methods	14/188,580	9,055,796	Issued	ZAGG Intellectual Property Holding Co., Inc.
27.	United States	Tablet Computer Case and Associated Methods	14/740,994	9,575,516	Issued	ZAGG Intellectual Property Holding Co., Inc.
28.	United States	Tablet Computer Case and Associated Methods	13/283,005	8,472,186	Issued	ZAGG Intellectual Property Holding Co., Inc.
29.	United States	Tablet Computer Case and Associated Methods	13/283,067	8,467,185	Issued	ZAGG Intellectual Property Holding Co., Inc.
30.	United States	Tablet Computer Case and Associated Methods	13/283,112	8,467,178	Issued	ZAGG Intellectual Property Holding Co., Inc.
31.	United States	Tablet Computer Case and Associated Methods	13/283,148	8,472,177	Issued	ZAGG Intellectual Property Holding Co., Inc.
32.	United States	Installation Frame for Screen Protector	29/581,623	D821384	Issued	ZAGG Intellectual Property Holding Co., Inc.
33.	United States	System and Method for Providing a Screen Protector	15/914,605		Allowed	ZAGG Intellectual Property Holding Co., Inc.
34.	United States	System for Aligning a Screen Protector on an Electronic Device	15/492,618		Published	ZAGG Intellectual Property Holding Co., Inc.
35.	United States	Keyboard Folio with Magnetic Attachment	16/240,167		Published	ZAGG Intellectual Property Holding Co., Inc.
36.	United States	Screen Protector Installation Machine	16/225,836	2020/0198223	Issued	ZAGG Intellectual Property Holding Co., Inc.
37.	United States	Tap to Broadcast Speaker Pairing	16/724,912		Published	ZAGG Intellectual Property Holding Co., Inc.
38.	United States	Screen Protector Laminate Applicator	29/693,175		Pending	ZAGG Intellectual Property Holding Co., Inc.
39.	United States	Screen Protector Laminate Applicator	16/428,186		Published	ZAGG Intellectual Property Holding Co., Inc.
40.	United States	Combined Money Clip, Holder and Stand for a Mobile Device	62/957,394		Pending	ZAGG Intellectual Property Holding Co., Inc.

TRADEMARK

EXHIBIT A
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY THE ADMINISTRATIVE AGENT, FOR THE BENEFIT OF THE LENDERS, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT (THE "AGREEMENT"), DATED AS OF FEBRUARY 22, 2021, EXECUTED BY ZAGG INC, A DELAWARE CORPORATION (THE "PLEDGOR"), IN FAVOR OF LYNX HOLDINGS V, LLC, A TEXAS LIMITED LIABILITY COMPANY, AS THE ADMINISTRATIVE AGENT FOR THE LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, THE "ADMINISTRATIVE AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF THE ADMINISTRATIVE AGENT CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED, THAT THE ADMINISTRATIVE AGENT IS ENTITLED TO TAKE POSSESSION OF THE COLLATERAL UNDER THE INTERCREDITOR AGREEMENT, AND THAT THE ADMINISTRATIVE AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

LYNX HOLDINGS V, LLC
as the Administrative Agent

By: _____
Name: _____
Title: _____

ASSIGNMENT

WHEREAS, ZAGG INC, a Delaware corporation (the “Pledgor”), is the owner of the Collateral, as hereinafter defined;

WHEREAS, the Pledgor has executed an Intellectual Property Security Agreement, dated as of February 22, 2021 (as the same may from time to time be amended, restated or otherwise modified, the “Agreement”), in favor of Lynx Holdings V, LLC, a Texas limited liability company, as the Administrative Agent for the Lenders, as defined in the Agreement (together with its successors and assigns, the “Administrative Agent”), pursuant to which the Pledgor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in the Collateral as security for the Secured Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement; and

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and the Administrative Agent’s election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto the Administrative Agent, for the benefit of the Lenders, and their respective successors, transferees and assigns, all of the Pledgor’s existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of the Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance, (whether or not the Administrative Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the “Collateral”), including, but not limited to, the Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington, D.C., or (ii) registered in the United States Patent and Trademark Office in Alexandria, Virginia or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon certification of an authorized officer of the Administrative Agent, as provided above, that (a) an Event of Default, as defined in the

Agreement, has occurred, and (b) the Administrative Agent, on behalf of the Lenders, has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on _____.

ZAGG INC

By: _____
Daniel Allen
President and Secretary

Signature Page to
Assignment

91346320v.4

RECORDED: 02/22/2021

**TRADEMARK
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