

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754951

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Noxx Technologies, Inc.		09/06/2022	Corporation: DELAWARE
Due Dilly Trilly, Inc.		09/06/2022	Corporation: DELAWARE
Beckett Collectibles, LLC		09/06/2022	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	HPS Investment Partners, LLC		
Street Address:	40 West 57th Street		
Internal Address:	33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	97372785	B	
Serial Number:	97372772	B EST 1984	
Serial Number:	97372800	BECKETT	
Registration Number:	6723855	RAW CARD REVIEW	
Serial Number:	90641887	NOXX	
CORRESPONDENCE DATA			
Fax Number:	2142207716		
<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:	2146617347		
Email:	sspainhour@velaw.com		
Correspondent Name:	Shannon Spainhour		
Address Line 1:	2001 Ross Avenue, Suite 3900		
Address Line 2:	c/o Vinson & Elkins L.L.P.		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	HIG355.13003		

OP \$140.00 97372785

NAME OF SUBMITTER:	Shannon Spainhour
SIGNATURE:	/Shannon Spainhour/
DATE SIGNED:	09/13/2022
Total Attachments: 14 source=Intellectual Property Security Agreement - HPS - Beckett - NOXX, Due Dilly and Beckett Collectibles (Executed)#page1.tif source=Intellectual Property Security Agreement - HPS - Beckett - NOXX, Due Dilly and Beckett Collectibles (Executed)#page2.tif source=Intellectual Property Security Agreement - HPS - Beckett - NOXX, Due Dilly and Beckett Collectibles (Executed)#page3.tif source=Intellectual Property Security Agreement - HPS - Beckett - NOXX, Due Dilly and Beckett Collectibles (Executed)#page4.tif source=Intellectual Property Security Agreement - HPS - Beckett - NOXX, Due Dilly and Beckett Collectibles (Executed)#page5.tif source=Intellectual Property Security Agreement - HPS - Beckett - NOXX, Due Dilly and Beckett Collectibles (Executed)#page6.tif source=Intellectual Property Security Agreement - HPS - Beckett - NOXX, Due Dilly and Beckett Collectibles (Executed)#page7.tif source=Intellectual Property Security Agreement - HPS - Beckett - NOXX, Due Dilly and Beckett Collectibles (Executed)#page8.tif source=Intellectual Property Security Agreement - HPS - Beckett - NOXX, Due Dilly and Beckett Collectibles (Executed)#page9.tif source=Intellectual Property Security Agreement - HPS - Beckett - NOXX, Due Dilly and Beckett Collectibles (Executed)#page10.tif source=Intellectual Property Security Agreement - HPS - Beckett - NOXX, Due Dilly and Beckett Collectibles (Executed)#page11.tif source=Intellectual Property Security Agreement - HPS - Beckett - NOXX, Due Dilly and Beckett Collectibles (Executed)#page12.tif source=Intellectual Property Security Agreement - HPS - Beckett - NOXX, Due Dilly and Beckett Collectibles (Executed)#page13.tif source=Intellectual Property Security Agreement - HPS - Beckett - NOXX, Due Dilly and Beckett Collectibles (Executed)#page14.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 6, 2022 (this “**Agreement**”), is made by the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “**Grantors**”), in favor of HPS Investment Partners, LLC (“**HPS**”), as collateral agent (in such capacity, together with its successors and assigns in such capacity, the “**Collateral Agent**”), acting pursuant to this Agreement for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 7, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among AT Denmark Investments, ApS, a Danish private limited liability company (“**AT Denmark**”), Beckett Collectibles Holdings, LLC, a North Carolina limited liability company (“**Beckett Collectibles Holdings**”), and Southern Hobby Distribution, LLC, a Delaware limited liability company (“**Southern Hobby**”; together with AT Denmark and Beckett Collectibles Holdings, each a “**Borrower**” and, collectively, the “**Borrowers**”), certain Subsidiaries and Affiliates of the Borrowers signatory thereto as “Guarantors” or thereafter designated as “Guarantors” pursuant to Section 9.10 of the Credit Agreement, the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), HPS, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “**Administrative Agent**”), and the Collateral Agent (the Collateral Agent, together with the Administrative Agent, collectively, the “**Agents**” and each an “**Agent**”), the Lenders have severally agreed to make the Loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Guarantee Agreement, dated as of June 7, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, and together with any other such agreement at any time executed and delivered to the Collateral Agent by any other Guarantor, the “**Guarantee Agreement**”), delivered by the Guarantors party thereto in favor of the Collateral Agent, such Guarantors have guaranteed the payment and performance of the Borrowers’ obligations and liabilities under the Credit Agreement as more fully set forth therein;

WHEREAS, the proceeds of the Loans and other financial accommodations under the Credit Agreement have been used in part to satisfy certain existing debt obligations of the Borrowers and the Guarantors and in part to consummate certain acquisitions;

WHEREAS, the Grantors have and will derive substantial direct and indirect benefits from the making of the Loans and other financial accommodations under the Credit Agreement;

WHEREAS, it is a condition precedent to the obligation of the Lenders to continue making their respective Loans and other financial accommodations to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered a joinder to the Security Agreement (as defined below) to the Collateral Agent for the benefit of the Secured Parties; and

WHEREAS, pursuant to that certain Security Agreement, dated as of June 7, 2021, by and among the grantors named therein and the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, and together with any other such agreement at any time executed and delivered to the Collateral Agent by any other Grantor, the “**Security Agreement**”), the Grantors agreed to duly execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Collateral Agent may reasonably request for the purpose of obtaining or preserving the full benefits of the Security Agreement and of the rights and powers therein granted;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement, as applicable.

2. **GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to the Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, to secure the Obligations, a continuing security interest (referred to in this Agreement as the “**Security Interest**”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “**Intellectual Property Collateral**”):

(a) all rights, priorities and privileges relating to intellectual property, now owned or hereafter acquired and owned by such Grantor, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom;

(b) (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed in **Schedule 1**, as such schedule may be amended from time to time, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office and (ii) the right to obtain all renewals thereof;

(c) any written agreement naming such Grantor as licensor or licensee (including, without limitation, those listed in **Schedule 1**, as such schedule may be amended from time to time), granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright;

(d) (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to in **Schedule 1**, as such schedule

may be amended from time to time, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in **Schedule 1**, as such schedule may be amended from time to time and (iii) all rights to obtain any reissues or extensions of the foregoing;

(e) all agreements, whether written or oral, providing for the grant by or to such Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in **Schedule 1**, as such schedule may be amended from time to time;

(f) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in **Schedule 1**, as such schedule may be amended from time to time and (ii) the right to obtain all extensions or renewals thereof;

(g) any agreement, now or hereafter in effect, whether written or oral, providing for the grant by or to such Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in **Schedule 1**, as such schedule may be amended from time to time;

(h) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Copyright, Patent or Trademark or any Copyrights, Patents or Trademarks exclusively licensed under any License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any License of Copyrights, Patents or Trademarks.

3. **SECURITY FOR OBLIGATIONS.** This Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantors to the Lenders whether or not they are unenforceable or not allowable due to the existence of bankruptcy or other insolvency proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent and the Lenders 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. To the

extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new Trademarks, Trademark Licenses, Patents, Patent Licenses, Copyrights or Copyright Licenses the provisions of this Agreement shall automatically apply thereto. No failure of either party to modify this Agreement or amend **Schedule 1** shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on **Schedule 1**.

6. **COUNTERPARTS.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy, PDF and/or in any other electronic form), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

7. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.**

8. **INCORPORATION OF CREDIT AGREEMENT PROVISIONS.** Sections 12.03, 12.04 and 13.19 of the Credit Agreement are hereby incorporated into this Agreement by reference and shall have the same force and effect as if expressly set forth herein.

9. **INCORPORATION OF SECURITY AGREEMENT PROVISIONS.** Article 7 of the Security Agreement is hereby incorporated into this Agreement by reference and shall have the same force and effect as if expressly set forth herein.


[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

NOXX TECHNOLOGIES, INC.,

a Delaware corporation,

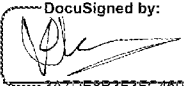
as Grantor

By: 
Name: Kunal Chopra
Title: Director

DUE DILLY TRILLY, INC.,

a Delaware corporation,

as Grantor

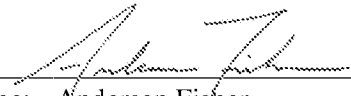
By: 
Name: Kunal Chopra
Title: Director

[Signature Page to Intellectual Property Security Agreement]

BECKETT COLLECTIBLES, LLC,
a North Carolina limited liability company,
as Grantor

By: *Kunal Chopra*
07C82BF5288126E548C87C4B99C58CE1 ONYXOCITworks
Name: **Kunal Chopra**
Title: **CEO**

HPS INVESTMENT PARTNERS, LLC,
as the Collateral Agent

By: 
Name: Andersen Fisher
Title: Managing Director

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007845 FRAME: 0885

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property

Mark Name	Owner	Country	Registration Number (App. No.)	Registration Date (App. Date)
License with Sportradar US LLC	Noxx Technologies, Inc.	United States	N/A	N/A
GraphQL - Traditional MIT License: https://github.com/graphql/graphql-js/blob/main/LICENSE	Noxx Technologies, Inc.	United States	N/A	N/A
Apollo – Traditional Apache License: https://github.com/ApolloAuto/apollo/blob/master/LICENSE	Noxx Technologies, Inc.	United States	N/A	N/A
https://numpy.org/doc/stable/licenses.html	Due Dilly Trilly, Inc.	United States	N/A	N/A
https://github.com/scipy/scipy/blob/main/LICENSE.txt	Due Dilly Trilly, Inc.	United States	N/A	N/A
https://scikit-image.org/docs/stable/license.html	Due Dilly Trilly, Inc.	United States	N/A	N/A
https://github.com/scikit-learn/scikit-learn/blob/main/COPYING	Due Dilly Trilly, Inc.	United States	N/A	N/A
https://github.com/intel/torch/blob/master/LICENSE.md	Due Dilly Trilly, Inc.	United States	N/A	N/A
https://github.com/UiPath/torchvision/blob/master/LICENSE	Due Dilly Trilly, Inc.	United States	N/A	N/A
https://github.com/tqdm/tqdm/blob/master/LICENSE	Due Dilly Trilly, Inc.	United States	N/A	N/A
https://www.tensorflow.org/	Due Dilly Trilly, Inc.	United States	N/A	N/A
https://github.com/python-pillow/Pillow/blob/main/LICENSE	Due Dilly Trilly, Inc.	United States	N/A	N/A
https://github.com/pandas-dev/pandas/blob/main/LICENSE	Due Dilly Trilly, Inc.	United States	N/A	N/A
https://opencv.org/license/	Due Dilly Trilly, Inc.	United States	N/A	N/A
https://github.com/matplotlib/matplotlib/blob/main/LICENSE/LICENSE	Due Dilly Trilly, Inc.	United States	N/A	N/A
https://github.com/zhoudaxia233/EfficientUnet-PyTorch/blob/master/LICENSE	Due Dilly Trilly, Inc.	United States	N/A	N/A
https://github.com/SethMMorton/natsort/blob/master/LICENSE	Due Dilly Trilly, Inc.	United States	N/A	N/A




https://github.com/pickleshare/pickleshare/blob/master/LICENSE	Due Dilly Trilly, Inc.	United States	N/A	N/A
https://github.com/KevinMusgrave/pytorch-metric-learning	Due Dilly Trilly, Inc.	United States	N/A	N/A
https://github.com/jaraco/zip/blob/main/LICENSE	Due Dilly Trilly, Inc.	United States	N/A	N/A
https://flask.palletsprojects.com/en/2.1.x/license/	Due Dilly Trilly, Inc.	United States	N/A	N/A
https://github.com/Pylons/waitress/blob/master/LICENSE.txt	Due Dilly Trilly, Inc.	United States	N/A	N/A
https://github.com/boto/boto3/blob/develop/LICENSE	Due Dilly Trilly, Inc.	United States	N/A	N/A
https://github.com/benoitc/gunicorn/blob/master/LICENSE	Due Dilly Trilly, Inc.	United States	N/A	N/A

Other Intellectual Property

Intellectual Property	Owner	Country	Registration Number (App. No.)	Registration Date (App. Date)
getnoxx.com	Noxx Technologies, Inc.	United States	N/A	N/A
gotnoxx.com	Noxx Technologies, Inc.	United States	N/A	N/A
noxx.app	Noxx Technologies, Inc.	United States	N/A	N/A
noxxco.com	Noxx Technologies, Inc.	United States	N/A	N/A
noxxtechnologies.com	Noxx Technologies, Inc.	United States	N/A	N/A
(Java) - Binder - Code project to recognize and match card data with Company card data	Noxx Technologies, Inc.	United States	N/A	N/A
(Java) - SportsStats - Code to parse sports statistics from Sportradar US LLC	Noxx Technologies, Inc.	United States	N/A	N/A
(Java) - Comps - Code to compute card values based on sales	Noxx Technologies, Inc.	United States	N/A	N/A
(Python) - Sales - Code project to grab sales data of sports cards	Noxx Technologies, Inc.	United States	N/A	N/A
(Ruby) - FE API's - Logic code to build API's for the front end	Noxx Technologies, Inc.	United States	N/A	N/A
(React/JS) - Front End - Code to build web pages	Noxx Technologies, Inc.	United States	N/A	N/A
Twitter: @getnoxx	Noxx Technologies, Inc.	United States	N/A	N/A
Instagram: @getnoxx	Noxx Technologies, Inc.	United States	N/A	N/A
YouTube: hobby highway by NoXX	Noxx Technologies, Inc.	United States	N/A	N/A
TikTok: @getnoxx	Noxx Technologies, Inc.	United States	N/A	N/A






Linkedin: NoXX Technologies	Noxx Technologies, Inc.	United States	N/A	N/A
US Provisional Patent, titled <i>Systems and Methods for Mobile Computer Vision Grading of Collectibles</i>	Due Dilly Trilly, Inc.	United States	63/269,423	03/16/2022
duedilly.co	Due Dilly Trilly, Inc.	United States	N/A	N/A
Twitter: @getduedilly	Due Dilly Trilly, Inc.	United States	N/A	N/A
Instagram: @getduedilly	Due Dilly Trilly, Inc.	United States	N/A	N/A
Facebook: @getduedilly	Due Dilly Trilly, Inc.	United States	N/A	N/A
Tiktok: @getduedilly	Due Dilly Trilly, Inc.	United States	N/A	N/A
LinkedIn: @getduedilly	Due Dilly Trilly, Inc.	United States	N/A	N/A

**Active Registered and Pending Trademarks
Beckett Media¹**

Mark Name	Owner	Country	Registration Number (App. No.)	Registration Date (App. Date)
	Beckett Collectibles, LLC	United States	97/372,785	4/20/2022
	Beckett Collectibles, LLC	United States	97/372,772	4/20/2022
	Beckett Collectibles, LLC	United States	97/372,800	4/20/2022

¹ Trademark registrations registered in the name of Becket Media, LLC but owned by Beckett Collectibles, LLC.

**Active Registered and Pending Trademarks
Other Entities**

Mark Name	Owner	Country	Registration Number (App. No.)	Registration Date (App. Date)
RAW CARD REVIEW	Beckett Collectibles, LLC	United States	6723855	05/24/2022
 NOXX	Noxx Technologies, Inc.	United States	90/641,887	04/13/2021
DUE DILLY	Due Dilly Trilly, Inc.	United States	N/A (Unregistered)	N/A (Unregistered)
SNAPSCORE	Due Dilly Trilly, Inc.	United States	N/A (Unregistered)	N/A (Unregistered)
	Due Dilly Trilly, Inc.	United States	N/A (Unregistered)	N/A (Unregistered)
	Due Dilly Trilly, Inc.	United States	N/A (Unregistered)	N/A (Unregistered)
	Due Dilly Trilly, Inc.	United States	N/A (Unregistered)	N/A (Unregistered)
	Due Dilly Trilly, Inc.	United States	N/A (Unregistered)	N/A (Unregistered)

**Registered Copyrights
Beckett Media**

Name	Full Title	Copyright Number	Date
Beckett Media, LLC	<u>Beckett Almanac of Baseball Cards & Collectibles.</u>	TX0009117119	2021
Beckett Media, LLC	<u>Beckett Baseball Card Price Guide.</u>	TX0009063486	2021
Beckett Collectibles, LLC (as successor-in-interest to Beckett Media, LLC)	<u>Beckett Football Card Price Guide.</u>	TX0009105143	2021
Beckett Media, LLC	<u>Beckett Graded Card Price Guide.</u>	TX0009135249	2021
Beckett Collectibles, LLC (as successor-in-interest to Beckett Media, LLC)	<u>Beckett Hockey Card Price Guide.</u>	TX0009100082	2021
Beckett Collectibles, LLC (as successor-in-interest to Beckett Media, LLC)	<u>Beckett Non-Sport Almanac.</u>	TX0009135247	2021
Beckett Media, LLC	<u>Beckett Football Card Price Guide.</u>	TX0009105736	2020
Beckett Media, LLC	<u>Beckett Graded Card Price Guide.</u>	TX0009086147	2020