

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Tivoli Audio, LLC		05/15/2012	LIMITED LIABILITY COMPANY: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	ABC Funding, LLC
Street Address:	222 Berkeley Street
Internal Address:	c/o Summit Partners
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3982933	THE CONNECTOR
Registration Number:	3975835	MODEL TEN
Registration Number:	3949250	MODEL 10
Registration Number:	3152249	ISONGBOOK
Registration Number:	3308351	TIVOLI AUDIO SIMPLE. ELEGANT. AFFORDABLE.
Registration Number:	3265836	SATELLITEWORKS
Registration Number:	3077951	SATELLITECOMBO
Registration Number:	3081009	MODEL SATELLITE
Registration Number:	2979720	IPAL
Registration Number:	2979719	SONGBOOK
Registration Number:	2811685	PORTABLE AUDIO LABORATORY
Registration Number:	2811683	PAL
Registration Number:	2841416	RADIOWORKS

OP \$565.00 3982933

Registration Number:	3824615	TIVOLI AUDIO
Registration Number:	3881847	NETWORKS
Registration Number:	3293089	IYIYI
Registration Number:	3293088	SPACEPHASE
Registration Number:	3290094	MODEL SUBWOOFER
Registration Number:	3290092	MODEL CD
Registration Number:	3293086	MODEL THREE
Registration Number:	3293084	MODEL TWO
Registration Number:	3293081	MODEL ONE

**CORRESPONDENCE DATA**

Fax Number: 6172484000

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: tadmin@choate.com

Correspondent Name: Elizabeth A. Walker

Address Line 1: Two International Place

Address Line 2: Choate, Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 2005835.0002

NAME OF SUBMITTER: Elizabeth A. Walker

Signature: /Elizabeth A. Walker/

Date: 05/24/2012

**Total Attachments: 7**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 15th day of May, 2012, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and ABC Funding, LLC, in its capacity as collateral agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 15, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Tivoli Audio, LLC, as borrower ("Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and the Collateral Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to the Collateral Agent, for the benefit of the Lender Group, that certain Guaranty and Security Agreement, dated as of May 15, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to the Collateral Agent, for the benefit of Lender Group, this Trademark Security Agreement;

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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to the Collateral Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security 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 "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property 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 Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the members of the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms 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 Guaranty and 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 Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to the Collateral Agent with respect to any such new trademarks in accordance with Section 7(g)(iv) of the Guaranty and Security Agreement. Without limiting Grantors' obligations under this Section, Grantors hereby authorize the Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I 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 I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

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

**GRANTORS:**

**TIVOLI AUDIO, LLC**

By: TL DeV...  
Name:  
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**COLLATERAL AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:  
ABC FUNDING, LLC**

By: Summit Partners, L.P.  
Its: Manager

By: Summit Master Company, LLC  
Its: General Partner

By: Tom Roberts  
Name: Tom Roberts  
Title: Member

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK  
REEL: 004787 FRAME: 0522**

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

**UNITED STATES TRADEMARKS:**

**Registrations:**

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Borrower	3982933	THE CONNECTOR
Borrower	3975835	MODEL TEN
Borrower	3949250	MODEL 10
Borrower	3152249	ISONGBOOK
Borrower	3308351	TIVOLI AUDIO SIMPLE. ELEGANT. AFFORDABLE.
Borrower	3265836	SATELLITEWORKS
Borrower	3077951	SATELLITECOMBO
Borrower	3081009	MODEL SATELLITE
Borrower	2979720	IPAL
Borrower	2979719	SONGBOOK
Borrower	2811685	PORTABLE AUDIO LIBRARY
Borrower	2811683	PAL
Borrower	2841416	RADIOWORKS
Borrower	3824615	TIVOLI AUDIO
Borrower	3881847	NETWORKS
Borrower	3293089	IYIYI
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Borrower	3290092	MODEL CD
Borrower	3293086	MODEL THREE
Borrower	3293084	MODEL TWO
Borrower	3293081	MODEL ONE

**Applications:**

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
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None

**OTHER TRADEMARKS:**

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
Borrower	869958	Australia, Denmark, Germany, Hungary, Ireland, Japan, Singapore, Switzerland, Turkey, WIPO	TIVOLI AUDIO
Borrower	TMA597454	Canada	TIVOLI AUDIO
Borrower	937717	WIPO	NetworksGO

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
Borrower	937717	Australia, Austria, Benelux, China, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Japan, Lithuania, Norway, Poland, Portugal, Republic of Korea (South), Russian Federation, Singapore, Spain, Sweden, Switzerland, Turkey, Ukraine, United Kingdom, Vietnam	NetworksGO
Borrower	A0002822	Benelux, China, Finland (Refused), France, Greece, Iceland, Italy, Norway (Refused), Portugal, Republic of Korea (South), Russian Federation, Spain, Sweden (Refused), United Kingdom	TIVOLI AUDIO
Borrower	4131040	China	TIVOLI AUDIO
Borrower	2733881	CTM	TIVOLI AUDIO



Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses