

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carbon Audio Holdings, LLC		12/19/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Capstan, LLC, As Agent		
Street Address:	1600 Division Street, Suite 675		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37203		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85532306	ZOOKA	
Serial Number:	85394582	CARBON AUDIO	
Serial Number:	85792852	LOUDERER	
CORRESPONDENCE DATA			
Fax Number:	6152483040		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	615-252-3552		
Email:	mward@babco.com		
Correspondent Name:	Mary C. Ward		
Address Line 1:	1600 Division Street, Suite 700		
Address Line 4:	Nashville, TENNESSEE 37203		
ATTORNEY DOCKET NUMBER:	111790-301001		
NAME OF SUBMITTER:	Mary C. Ward		

OP \$90.00 85532306

Signature:	/Mary C. Ward/
Date:	12/20/2012
Total Attachments: 4 source=Carbon Audio TPSA#page1.tif source=Carbon Audio TPSA#page2.tif source=Carbon Audio TPSA#page3.tif source=Carbon Audio TPSA#page4.tif	

TRADEMARK AND PATENT SECURITY AGREEMENT

This Trademark and Patent Security Agreement (this "**Agreement**") is entered into as of December 19, 2012, by CAPSTAN, LLC ("**Capstan**"), a Delaware limited liability company, in its capacity as Agent under the "Loan Agreement," as defined below, and CARBON AUDIO HOLDINGS, LLC ("**Debtor**"), a Delaware limited liability company.

RECITALS:

A. Pursuant to that Loan Agreement (the "**Loan Agreement**") dated as of the date hereof by and among Debtor, Debtor's affiliate, the Lenders named therein, and Capstan (as a Lender and as Agent; Capstan is referred to herein in its agency capacity as "Agent"), Lenders have agreed to extend credit to Debtor and its affiliate, on certain terms and conditions (capitalized terms not otherwise defined herein have the meanings provided in the Loan Agreement).

B. Debtor and its affiliate have granted to Agent a security interest in all of their personal property and fixtures pursuant to the Security Agreement.

C. Debtor wishes to execute this Agreement to supplement the terms of the Security Agreement and to place of record Debtor's grant of a security interest to Agent in Debtor's trademarks and patents registered in the United States.

AGREEMENT:

NOW THEREFORE, as an inducement to cause Lenders to extend credit to Borrowers, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

1. UCC Security Interest in Registered Trademarks and Patents. As security for the Obligations, Debtor hereby grants to Agent a security interest in the trademark and patent applications and registrations of record with the United States Trademark and Patent Office (the "USPTO") owned by Debtor and described in Schedule A hereto and all goodwill and other Property associated therewith.

2. Recordation. Debtor authorizes Agent to record this Agreement with the USPTO.

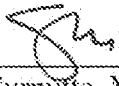
3. Other Agreements. This Agreement is executed to supplement and further evidence the security interest granted to Agent under the Security Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the Security Agreement, and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity.

This Trademark and Patent Security Agreement is dated as of the date first written above.

AGENT:

CAPSTAN, LLC, as Agent

By: TORTOLA PARTNERS, LLC, Manager

By:  _____
Steve Cumutte, Managing Member

DEBTOR:

CARBON AUDIO HOLDINGS, LLC

By: _____

Name: _____

Title: _____

This Trademark and Patent Security Agreement is dated as of the date first written above.

AGENT:

CAPSTAN, LLC, as Agent

By: TORTOLA PARTNERS, LLC, Manager

By: _____
Steve Curnutte, Managing Member

DEBTOR:

CARBON AUDIO HOLDINGS, LLC

By: Mark A. Schneider
Name: MARK A. SCHNEIDER
Title: CEO

Schedule A

Trademarks

Mark	Serial No.	Filing Date	Registration No.	Registration Date
ZOOKA	85/532306	02/02/2012		
CARBON AUDIO	85/394582	08/10/2011		
LOUDERER	85/792852	12/03/2012		

Patents

Title	Application No./Patent No.	Date Filed/Date Issued
DETACHABLE AUDIO SPEAKERS FOR PORTABLE DEVICES AND METHODS FOR MANUFACTURING SUCH SPEAKERS	13,309,436	12/01/2011
DECORATIVE DESIGN FOR RECONFIGURABLE HEADPHONE SPEAKERS	29,414,155	02/24/2012
DECORATIVE DESIGN FOR DETACHABLE AUDIO SPEAKER	29,406,438	11/14/2011

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