

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
Baltic Latvian Universal Electronics, LLC		07/12/2013	LIMITED LIABILITY COMPANY: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	U.S. Bank National Association, as administrative agent
Street Address:	800 Nicollet Mall
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 25**

Property Type	Number	Word Mark
Serial Number:	85963003	NESSIE
Registration Number:	4334945	BLUE SPARK
Registration Number:	4338793	BLUE SPARK DIGITAL
Registration Number:	4334561	BLUE TIKI
Registration Number:	4046213	REACTOR
Registration Number:	3820962	BLUE MICROPHONES
Registration Number:	3744469	SNOWBALL
Registration Number:	3744470	SNOWFLAKE
Registration Number:	3744471	BLUE
Registration Number:	3737880	ICICLE
Registration Number:	3772672	MIKEY
Registration Number:	3807377	POWERSTREAM
Registration Number:	3329984	WOODPECKER
Registration Number:	3329919	8 BALL

**TRADEMARK**

Registration Number:	3051413	ROBBIE THE MIC PRE
Registration Number:	2888480	BABY BOTTLE
Registration Number:	2959024	DRAGONFLY
Registration Number:	2885841	MOUSE
Registration Number:	2883775	CACTUS
Registration Number:	2883776	BOTTLE
Registration Number:	2816854	CRANBERRY
Registration Number:	2816852	BLUEBERRY
Registration Number:	2816853	KIWI
Registration Number:	2770612	BLUE
Registration Number:	1846545	SUMMIT AUDIO INC.

**CORRESPONDENCE DATA**

Fax Number: 6123408856  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
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Email: cadwell.jeffrey@dorsey.com  
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Address Line 4: Minneapolis, MINNESOTA 55402-1498

ATTORNEY DOCKET NUMBER:	M239885
NAME OF SUBMITTER:	Jeffrey R. Cadwell
Signature:	/Jeffrey R. Cadwell/
Date:	07/17/2013

**Total Attachments: 5**  
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## Confirmatory Grant of Security Interest in Trademarks

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is made effective as of July 12, 2013, by and from the grantor party hereto (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party") for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor has granted security interests to the Secured Party under the Pledge and Security Agreement and Irrevocable Proxy of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, Blue Acquisition, LLC, a limited liability company organized under the laws of the State of California (to be merged with and into Blue Latvian Universal Electronics, LLC, a California limited liability company) (the "Borrower"), the Secured Party, and the Lenders have entered into a Credit Agreement dated concurrently herewith (as amended, supplemented, extended, restated or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders have agreed, among other things, to extend to the Borrower certain credit accommodations; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.


(b) The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor;

(c) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

BALTIC LATVIAN UNIVERSAL  
ELECTRONICS, LLC (effective upon the  
completion of and after giving effect to the  
Permitted Merger)

By:   
Name: Brian S. Sauer  
Title: Vice President and Secretary

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

Exhibit A - SCHEDULE OF TRADEMARKS

**U.S. Federal Trademarks:**

<b>Mark</b>	<b>App. No. / Filing Date</b>	<b>Reg. No. / Reg. Date</b>
<b>NESSIE</b>	85963003 18-JUN-2013	
<b>BLUE SPARK</b>	85756120 17-OCT-2012	4334945 14-MAY-2013
<b>BLUE SPARK DIGITAL</b>	85756209 17-OCT-2012	4338793 21-MAY-2013
 <b>TIKI</b>	85732833 19-SEP-2012	4334561 14-MAY-2013
<b>REACTOR</b>	85007721 06-APR-2010	4046213 25-OCT-2011
<b>BLUE MICROPHONES</b>	77869670 10-NOV-2009	3820962 20-JUL-2010
<b>SNOWBALL</b>	77769333 26-JUN-2009	3744469 02-FEB-2010
<b>SNOWFLAKE</b>	77769338 26-JUN-2009	3744470 02-FEB-2010
	77769343 26-JUN-2009	3744471 02-FEB-2010
<b>ICICLE</b>	77581129 29-SEP-2008	3737880 12-JAN-2010
<b>MIKEY</b>	77581137 29-SEP-2008	3772672 06-APR-2010
<b>POWERSTREAM</b>	76662360 29-JUN-2006	3807377 22-JUN-2010
<b>WOODPECKER</b>	76622542 29-NOV-2004	3329984 06-NOV-2007

Mark	App. No. / Filing Date	Reg. No. / Reg. Date
	76578170 27-FEB-2004	3329919 06-NOV-2007
ROBBIE THE MIC PRE	76578171 27-FEB-2004	3051413 24-JAN-2006
BABY BOTTLE	76509392 25-APR-2003	2888480 28-SEP-2004
DRAGONFLY	76509393 25-APR-2003	2959024 07-JUN-2005
MOUSE	76509394 25-APR-2003	2885841 21-SEP-2004
CACTUS	76509395 25-APR-2003	2883775 14-SEP-2004
BOTTLE	76509396 25-APR-2003	2883776 14-SEP-2004
CRANBERRY	76509399 25-APR-2003	2816854 24-FEB-2004
BLUEBERRY	76509390 25-APR-2003	2816852 24-FEB-2004
KIWI	76509391 25-APR-2003	2816853 24-FEB-2004
BLUE	76072797 19-JUN-2000	2770612 07-OCT-2003
	74346406 07-JAN-1993	1846545 26-JUL-1994