

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
BEATS ELECTRONICS, LLC		10/31/2013	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Citibank, N.A.
Street Address:	388 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	Bank: NEW YORK

PROPERTY NUMBERS Total: 59

Property Type	Number	Word Mark
Serial Number:	77837774	CLUB BEATS
Serial Number:	77983303	BEATS
Serial Number:	78902543	BEATS
Serial Number:	77664171	BEATS
Serial Number:	77980257	BEATS
Serial Number:	77982434	BEATS
Serial Number:	85413432	BEATS
Serial Number:	77786522	BEATS
Serial Number:	77980836	HEARTBEATS
Serial Number:	78903136	B
Serial Number:	77490869	B
Serial Number:	77980339	B
Serial Number:	77982572	B
Serial Number:	77786261	B

TRADEMARK

Serial Number:	77786492	BEATS BY DR. DRE
Serial Number:	77983185	BEATS BY DR. DRE
Serial Number:	85413430	BEATS BY DR. DRE
Serial Number:	77983208	IBEATS
Serial Number:	77899410	DIDDY BEATS
Serial Number:	77899727	D B
Serial Number:	77899690	CLUB BEATS
Serial Number:	77900678	CLUB BEATS
Serial Number:	85035232	LIVE BEATS
Serial Number:	77960477	BEATSAUDIO
Serial Number:	77961298	B BEATSAUDIO
Serial Number:	85020116	BEATBOX
Serial Number:	78475455	BEAT BOX
Serial Number:	85057928	BEATS PRO
Serial Number:	85976944	BEATS PRO
Serial Number:	85072253	JUSTBEATS
Serial Number:	85976728	JUSTBEATS
Serial Number:	85087126	MYBEATS
Serial Number:	85979075	POWERBEATS BY DR. DRE
Serial Number:	85115875	POWERBEATS BY DR. DRE
Serial Number:	77794739	SOLO
Serial Number:	85342534	EXECUTIVE
Serial Number:	85978500	EXECUTIVE
Serial Number:	85572143	BEATS EXECUTIVE
Serial Number:	85978133	BEATS EXECUTIVE
Serial Number:	85413426	B
Serial Number:	85413437	MIXR
Serial Number:	85565929	URBEATS
Serial Number:	85978526	URBEATS
Serial Number:	85512339	BEATS PILL
Serial Number:	85978529	BEATS PILL
Serial Number:	85554241	BEATS STUDIO
Serial Number:	85573946	THE SENTENCE
Serial Number:	77380719	B
Serial Number:	77380991	B

	77381255	B
Serial Number:	77381262	B
Serial Number:	85663739	BEATS PRO X
Serial Number:	77711842	TOUR
Serial Number:	86003372	REMOTETALK
Serial Number:	86003374	BEATS ACOUSTIC ENGINE
Serial Number:	86087567	BEATS MUSIC
Serial Number:	86087561	PILLICOPTER
Serial Number:	86087564	B
Serial Number:	86087565	B

CORRESPONDENCE DATA

Fax Number: 2123108007
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2123108000
Email: brian.lee@weil.com
Correspondent Name: Tom Hashagen
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	35899.0516/T. HASHAGEN
NAME OF SUBMITTER:	TOM HASHAGEN
Signature:	/TOM HASHAGEN/
Date:	11/04/2013

Total Attachments: 8
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SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2013, by Beats Electronics, LLC (the “*Grantor*”), in favor of Citibank, N.A., as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “*Collateral Agent*”).

A. WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 31, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among the Grantor, as borrower (in such capacity, the “*Borrower*”), the Lenders party thereto and Citibank, N.A., as Administrative Agent for the Lenders (in such capacity, the “*Administrative Agent*”), the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is a party to a Pledge and Security Agreement, dated as of October 31, 2013, in favor of the Collateral Agent (the “*Security Agreement*”) pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective Loans and extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “*Trademark Collateral*”):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all Proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent on behalf of itself and the Secured Parties pursuant to the Security Agreement and the 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BEATS ELECTRONICS, LLC,
as Grantor

By: _____

A handwritten signature in black ink, appearing to read "Scott Henry", is written over a horizontal line. The signature is stylized and cursive.

Name: Scott Henry

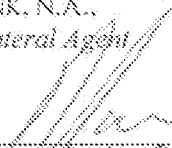
Title: Chief Financial Officer

[Trademark Security Agreement]

TRADEMARK
REEL: 005145 FRAME: 0615

ACKNOWLEDGED AND AGREED
as of the date first above written;

CITIBANK, N.A.,
as Collateral Agent

By: 
Name: *Mark Villanueva*
Title: *Vice President*

Trademark Security Agreement

TRADEMARK
REEL: 005145 FRAME: 0616

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Beats Electronics, LLC
U.S. Trademark Applications and Registrations
Updated: October 27, 2013

NGE File No.	Trademark	Class	Status	App. No.	Filing Date	Reg. No.	Reg. Date
22552-01T1	CLUB BEATS	09 INT., 25 INT., 35 INT., 38 INT., 41 INT.	Allowed	77837774	29-Sep-2009		
22552-02T278	BEATS	09 INT., 25 INT.	Registered	77983303	05-Feb-2009	4361690	02-Jul-2013
22552-02T4	BEATS	09 INT.	Registered	78902543	07-Jun-2006	3532627	11-Nov-2008
22552-02T5	BEATS	09 INT., 18 INT., 25 INT.	Allowed	77664171	05-Feb-2009		
22552-02T57	BEATS	09 INT.	Registered	77980257	03-Jun-2008	3862142	12-Oct-2010
22552-02T59	BEATS	09 INT.	Registered	77982434	03-Jun-2008	4035777	04-Oct-2011
22552-02T61	BEATS	06 INT., 09 INT., 11 INT., 12 INT., 27 INT., 28 INT.	Allowed	85413432	01-Sep-2011		
22552-02T8	BEATS	09 INT., 25 INT., 38 INT., 41 INT.	Allowed	77786522	21-Jul-2009		
22552-03T20	HEARTBEATS	09 INT.	Registered	77980836	11-Jun-2009	3921110	15-Feb-2011
22552-09T1	B (& CIRCLE DESIGN 2)	09 INT.	Registered	78903136	07-Jun-2006	3514282	07-Oct-2008
22552-10T2	B (& CIRCLE DESIGN 1)	09 INT.	Registered	77490869	04-Jun-2008	4317339	09-Apr-2013
22552-10T49	B (& CIRCLE DESIGN 1)	09 INT.	Registered	77980339	04-Jun-2008	3881677	23-Nov-2010
22552-10T52	B (& CIRCLE DESIGN 1)	09 INT.	Registered	77982572	21-Jul-2009	4060781	22-Nov-2011
22552-10T7	B (& CIRCLE DESIGN 1)	09 INT., 25 INT., 38 INT., 41 INT.	Allowed	77786261	21-Jul-2009		
22552-11T1	BEATS BY DR. DRE	09 INT., 25 INT., 38 INT., 41 INT.	Allowed	77786492	21-Jul-2009		
22552-11T257	BEATS BY DR. DRE	09 INT., 25 INT.	Registered	77983185	21-Jul-2009	4176105	17-Jul-2012
22552-11T271	BEATS BY DR. DRE		Allowed				
22552-11T53	BEATS BY DR. DRE	06 INT., 09 INT., 11 INT., 12 INT., 27 INT., 28 INT.	Allowed	85413430	01-Sep-2011		
22552-19T85	IBEATS	09 INT.	Registered	77983208	17-Dec-2009	4198937	28-Aug-2012
22552-20T1	DIDDY BEATS	09 INT., 25 INT.	Suspended	77899410	22-Dec-2009		
22552-23T1	DB LOGO	09 INT	Suspended	77899727	22-Dec-2009		

Beats Electronics, LLC
U.S. Trademark Applications and Registrations
Updated: October 27, 2013

NGE File No.	Trademark	Class	Status	App. No.	Filing Date	Reg. No.	Reg. Date
22552-21T1	CLUB BEATS (STYLIZED - GRAY AND RED)	09 INT., 25 INT., 35 INT., 38 INT., 41 INT.	Allowed	77899690	22-Dec-2009		
22552-22T1	CLUB BEATS (GRAYSCALE)	09 INT., 25 INT., 35 INT., 38 INT., 41 INT.	Allowed	77900678	23-Dec-2009		
22552-31T1	LIVE BEATS	09 INT.	Allowed	85035232	11-May-2010		
22552-32T1	BEATSAUDIO	09 INT., 38 INT.	Allowed	77960477	16-Mar-2010		
22552-33T1	BEATSAUDIO (& DESIGN)	09 INT., 38 INT.	Allowed	77961298	17-Mar-2010		
22552-36T1	BEATBOX	09 INT.	Allowed	85020116	21-Apr-2010		
22552-78T1	BEAT BOX	09 INT., 35 INT., 38 INT., 41 INT., 42 INT.	Registered (pending abandonment)	78475455	30-Aug-2004	3177979	28-Nov-2006
22552-41T1	BEATS PRO	09 INT.	Allowed	85057928	08-Jun-2010		
22552-41T19	BEATS PRO	09 INT.	Registered	85976944	08-Jun-2010	4177191	17-Jul-2012
22552-42T1	JUSTBEATS	09 INT., 25 INT.	Allowed	85072253	25-Jun-2010		
22552-42T3	JUSTBEATS	09 INT.	Registered	85976728	25-Jun-2010	4173065	10-Jul-2012
22552-43T1	MYBEATS	41 INT.	Allowed	85087126	17-Jul-2010		
22552-44T16	POWERBEATS BY DR. DRE	09 INT.	Registered	85979075	25-Aug-2010	4355601	18-Jun-2013
22552.44T1	POWERBEATS BY DR. DRE	09 INT.	Allowed (pending abandonment)	85115875	25-Aug-10		
22552-45T1	SOLO	09 INT.	Registered	77794739	31-Jul-2009	3881072	23-Nov-2010
22552-49T1	EXECUTIVE	09 INT.	Allowed	85342534	09-Jun-2011		
22552-49T52	EXECUTIVE	09 INT.	Registered	85978500	09-Jun-2011	4306864	19-Mar-2013
22552-50T1	BEATS EXECUTIVE	09 INT.	Allowed	85572143	16-Mar-2012		
22552-50T31	BEATS EXECUTIVE	09 INT.	Registered	85978133	16-Mar-2012	4314920	02-Apr-2013
22552-54T1	B (AUTO)	06 INT., 09 INT., 11 INT., 12 INT., 27 INT., 28 INT.	Allowed	85413426	01-Sep-2011		
22552-55T1	MIXR	09 INT.	Registered	85413437	01-Sep-2011	4384571	13-Aug-2013

Beats Electronics, LLC
U.S. Trademark Applications and Registrations
Updated: October 27, 2013

NGE File No.	Trademark	Class	Status	App. No.	Filing Date	Reg. No.	Reg. Date
22552-56T2	URBEATS	09 INT.	Allowed	85565929	09-Mar-2012		
22552-56T52	URBEATS	09 INT.	Registered	85978526	09-Mar-2012	4314930	02-Apr-2013
22552-63T1	BEATS PILL	09 INT.	Allowed	85512339	09-Jan-2012		
22552-63T31	BEATS PILL	09 INT.	Registered	85978529	09-Jan-2012	4314931	02-Apr-2013
22552-66T1	BEATS STUDIO	09 INT.	Registered	85554241	27-Feb-2012	4314478	02-Apr-2013
22552-67T1	THE SENTENCE	09 INT., 16 INT., 38 INT., 41 INT., 42 INT.	Allowed	85573946	19-Mar-2012		
22552-68T1	B (AND DESIGN) (BETA RECORDS LOGO)	09 INT.	Registered	77380719	25-Jan-2008	3891700	21-Dec-2010
22552-68T2	B (AND DESIGN) (BETA RECORDS LOGO)	25 INT.	Registered	77380991	25-Jan-2008	3593901	24-Mar-2009
22552-68T3	B (AND DESIGN) (BETA RECORDS LOGO)	35 INT.	Registered	77381255	25-Jan-2008	3593902	24-Mar-2009
22552-68T4	B (AND DESIGN) (BETA RECORDS LOGO)	41 INT.	Registered	77381262	25-Jan-2008	3492292	26-Aug-2008
22552-69T1	BEATS PRO X	09 INT., 25 INT.	Allowed	85663739	28-Jun-2012		
22552-72T1	TOUR	09 INT.	Suspended	77711842	10-Apr-2009		
22552-79T1	REMOTETALK	09 INT.	Pending	86003372	05-Jul-2013		
22552-80T1	BEATS ACOUSTIC ENGINE	09 INT.	Pending	86003374	05-Jul-2013		
22552-86T1	BEATS MUSIC	09 INT., 16 INT., 38 INT., 41 INT., 42 INT.	Pending	86087567	09-Oct-2013		
22552-87T1	PILLICOPTER	09 INT., 25 INT., 28 INT.	Pending	86087561	09-Oct-2013		
22552-88T1	BEATSMUSIC (GRAYSCALE LOGO)	09 INT., 16 INT., 38 INT., 41 INT., 42 INT.	Pending	86087564	09-Oct-2013		
22552-89T1	BEATSMUSIC (COLOR LOGO)	09 INT., 16 INT., 38 INT., 41 INT., 42 INT.	Pending	86087565	09-Oct-2013		