

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THAT Corporation		02/14/2014	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Middlesex Savings Bank		
Street Address:	6 Main Street		
City:	Natick		
State/Country:	MASSACHUSETTS		
Postal Code:	01760		
Entity Type:	savings bank: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85379810	TOTAL CAL	
Serial Number:	85379813	TOTAL SONICS	
Serial Number:	77807229	TOTAL VOLUME	
Serial Number:	85862799	TOTAL VOLUME	
Serial Number:	85862805	TOTAL SURROUND	
Serial Number:	85862811	TOTAL SONICS	
Serial Number:	85862815	TOTAL CAL	
CORRESPONDENCE DATA			
Fax Number:	6172245029		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-422-0200		
Email:	acs@bostonbusinesslaw.com		
Correspondent Name:	Brian Plunkett, Esq.		
Address Line 1:	Bartlett Hackett Feinberg P.C.		

OP \$190.00 85379810

Address Line 2: 155 federal street, 9th floor  
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Alana C. Snyder
Signature:	/Alana C. Snyder/
Date:	02/25/2014

**Total Attachments: 3**  
source=Amendment No. 1 to Trademark Agreement#page1.tif  
source=Amendment No. 1 to Trademark Agreement#page2.tif  
source=Amendment No. 1 to Trademark Agreement#page3.tif

## AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

This Amendment No. 1 to Trademark Security Agreement (this "*Agreement*"), is entered into as of February 14, 2014 by THAT CORPORATION, a Massachusetts corporation (the "*Grantor*"), in favor of MIDDLESEX SAVINGS BANK (the "*Lender*"), for the benefit of itself and the other Secured Parties (as such term is defined in the Loan Agreement referred to below) (in such capacity, and together with its successors in such capacity, the "*Secured Party*").

### WITNESSETH:

WHEREAS, the Grantor is party to a certain Security Agreement dated as of August 25, 2010, as amended from time to time (the "*General Security Agreement*") and a certain Trademark Security Agreement dated as of August 25, 2010, as amended from time to time (the "*Trademark Security Agreement*") and together with the General Security Agreement are herein sometimes collectively referred to as the "*Security Agreement*") in favor of the Secured Party pursuant to which the Grantor is required to execute and deliver this Agreement;

WHEREAS, the Grantor is holder of certain additional trademarks to be assigned to the Secured Party and covered by the security interest granted by Grantor to the Secured Party;

WHEREAS, the Grantor wishes to confirm that the security interest granted to Secured Party pursuant to the Security Agreement shall extend to and cover certain additional trademarks owned by Grantor;

NOW, THEREFORE, in consideration of the foregoing premises and to induce the Secured Party to enter into certain loan accommodations with Grantor, the Grantor hereby agrees with the Secured Party as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement, as amended and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Confirmation of Security Interest in Trademark Collateral. Grantor hereby confirms that Grantor has pledged and granted to the Secured Party a lien on and a security interest in and to all of its right, title and interest in, to and under all:

- (a) Trademarks, including such registrations or applications for registration as are listed on Schedule I attached to the Trademark Security Agreement;
- (b) Goodwill associated with such Additional Trademarks (as defined below); and
- (c) Proceeds of any and all of the foregoing.

SECTION 3. Amendment. Grantor does hereby amend the Trademark Security Agreement to add specific references to additional trademarks owned and filed by Grantor since the date of the Security Agreement (the "*Additional Trademarks*"). The Additional Trademarks are listed on Schedule II attached hereto. Schedule II is hereby added to the Trademark Security Agreement and made a part thereof. Grantor hereby confirms that the Additional Trademarks are subject to the terms of the Security Agreement and covered by the security interest granted by Grantor to Secured Party.

SECTION 4. No other changes shall be made to the Trademark Security Agreement or other Loan Documents and Grantor affirms its obligations under the Security Agreement in their entirety. Grantor also confirms that the Trademark Security Agreement, as amended by or added to in connection with this Agreement, constitutes the valid and enforceable obligations of Grantor, and that Grantor has no existing claims, defenses or rights of setoff with respect thereto. This Agreement is not intended to extinguish or affect any of the debt evidenced by the Note or the Loan Agreement, or to otherwise modify any of the obligations under any of the Loan Documents.

SECTION 5. This Agreement is made in The Commonwealth of Massachusetts and shall be construed in accordance with its laws. If any provision hereof is in conflict with any statute or rule of law of The Commonwealth of Massachusetts or any other statute or rule of law of any other applicable jurisdiction or is otherwise unenforceable, such provisions shall be deemed null and void only to the extent of such conflict or unenforceability and shall be deemed separate from and shall not invalidate any other provision of this Agreement.

SECTION 6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and no other parties shall be a beneficiary hereunder. Neither this Agreement nor any of the provisions hereof can be changed, waived, discharged or terminated except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

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

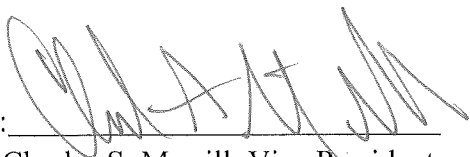
GRANTOR:

THAT CORPORATION

By: \_\_\_\_\_  
Leslie B. Tyler, President

LENDER:

MIDDLESEX SAVINGS BANK

By:   
Charles S. Merrill, Vice President

SCHEDULE II

Registration No.	Filing Date	Trademark Serial No.	Issue Date	Title
4403819	9/17/2013	85379810	7/25/2011	TOTAL CAL
4403820	9/17/2013	85379813	7/25/2011	TOTAL SONICS
4411305	10/1/2013	77807229	8/18/2009	TOTAL VOLUME
		85862799	2/28/2013	TOTAL VOLUME
		85862805	2/28/2013	TOTAL SURROUND
		85862811	2/28/2013	TOTAL SONICS
		85862815	2/28/2013	TOTAL CAL