

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
Antenna International LLC		03/07/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Administrative Agent		
Street Address:	One U.S. Bank Plaza, 12th Floor		
Internal Address:	7th & Washington Avenue		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63101		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4386953	ANTENNA INTERNATIONAL	
Registration Number:	4386948	ANTENNA INTERNATIONAL	
Registration Number:	4378974	ANTENNA PUBLISHER	
Registration Number:	4382884		
Registration Number:	4378977	XP-CLASSIC	
Registration Number:	4378976	X-PLOER	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		

CH \$165.00 4386953

Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	40106-30720
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	03/07/2014

Total Attachments: 4

source=EXECUTED Trademark Security Agreement#page1.tif
source=EXECUTED Trademark Security Agreement#page2.tif
source=EXECUTED Trademark Security Agreement#page3.tif
source=EXECUTED Trademark Security Agreement#page4.tif

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

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of March 7, 2014 by and from ANTENNA INTERNATIONAL LLC, a Delaware limited liability company (the "Grantor") to and in favor of U.S. BANK NATIONAL ASSOCIATION, for itself and as Administrative Agent for the Holders of Secured Obligations (as defined in the Security Agreement referenced below) (in such capacity, "Grantee").

WHEREAS, Antenna Audio Inc. (the "Borrower"), the Grantor, the Lenders and the Grantee the have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Borrower, the Grantor, along with certain other Subsidiaries of the Borrower, have guaranteed the repayment of the Secured Obligations pursuant to the guaranty created under the Credit Agreement.

WHEREAS, the Borrower, the Grantor and certain other Subsidiaries of the Borrower have entered into an Pledge and Security Agreement with the Grantee dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Holders of Secured Obligations and (to the extent provided in the Security Agreement) their Affiliates. The rights and remedies of the Grantee 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 Credit Documents, all terms and provisions of which are incorporated herein by reference. In the event that 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 all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations as defined in the Security Agreement), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Wisconsin.

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

ANTENNA INTERNATIONAL LLC



By: 

Name: Thomas P. Kearney

Title: Secretary

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

MARK	SERIAL NO.	FILING DATE	REG. NO.	REGISTRATION DATE	OWNER
	85/748,381	10/8/2012	4,386,953	8/20/2013	Antenna International LLC
ANTENNA INTERNATIONAL	85/748,006	10/8/2012	4,386,948	8/20/2013	Antenna International LLC
ANTENNA PUBLISHER	85/748,036	10/8/2012	4,378,974	8/6/2013	Antenna International LLC
	85/748,430	10/8/2012	4,382,884	8/13/2013	Antenna International LLC
XP-CLASSIC	85/748,285	10/8/2012	4,378,977	8/6/2013	Antenna International LLC
X-PLOER	85/748,269	10/8/2012	4,378,976	8/6/2013	Antenna International LLC