

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM298763

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Trademark and Patent Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Capstan, LLC		04/26/2013	LIMITED LIABILITY COMPANY: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Licon Ventures, Inc.		
<b>Street Address:</b>	55 Louvain Street West, Suite 200		
<b>City:</b>	Montreal, Quebec		
<b>State/Country:</b>	QUEBEC		
<b>Postal Code:</b>	H2N1A4		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85394582	CARBON AUDIO	
<b>Serial Number:</b>	85532306	ZOOKA	
<b>Serial Number:</b>	85792852	LOUDERER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2063599000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	206-359-8000		
<b>Email:</b>	pctrademarks@perkinscoie.com		
<b>Correspondent Name:</b>	Alexander J.A. Garcia / Perkins Coie LLP		
<b>Address Line 1:</b>	1201 Third Avenue, Suite 4900		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101		
<b>ATTORNEY DOCKET NUMBER:</b>	88617-0001		
<b>NAME OF SUBMITTER:</b>	Alexander Garcia of Perkins Coie LLP		
<b>SIGNATURE:</b>	/Alexander Garcia/		
<b>DATE SIGNED:</b>	03/20/2014		
<b>Total Attachments: 10</b>			
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## ASSIGNMENT OF TRADEMARK AND PATENT SECURITY AGREEMENT

This Assignment of Trademark and Patent Security Agreement Loan Documents is made this 26th day of April, 2013 from Capstan, LLC, a Tennessee limited liability company ("Assignor") to Licon Ventures, Inc., a Delaware corporation ("Assignee").

### Recitals

Assignor is the secured party under that Trademark and Patent Security Agreement dated as of December 19, 2012 executed by Assignor and by Carbon Audio Holdings, LLC ("Borrower"), a Delaware limited liability company (the "Security Agreement"); and

The Security Agreement is of record with the U.S. Patent and Trademark Office as to the patents described therein at Reel 029530, Frame 0486, document 502171643; and


The Security Agreement is of record with the U.S. Patent and Trademark Office as to the trademarks described therein at Reel 4926, Frame 0318, document 900241995; and

A copy of the Security Agreement as recorded is attached hereto as Exhibit A; and

Concurrently with the execution hereof, Assignor is selling to Assignee the obligations secured by the Security Agreement pursuant to that Loan Purchase Agreement dated the date hereof between Assignor and Assignee (the "Purchase Agreement"), and in connection with such sale, Assignor wishes to assign to Assignee all of Assignor's rights under the Security Agreement;

NOW, THEREFORE, Assignor hereby assigns to Assignee, without recourse and without warranty or representation (except as expressly provided in the Loan Purchase Agreement), all of Assignor's right, title, and interest in the Security Agreement.

[signatures follow]

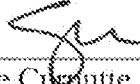


This Assignment of Trademark and Patent Security Agreement is executed as of the date written above.

**Assignor:**

**CAPSTAN, LLC**

By: Tortola Partners, LLC, Manager

By:  \_\_\_\_\_  
Steve C. Nutte, Managing Member

**Assignee:**

**LICOM VENTURES, INC.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

This Assignment of Trademark and Patent Security Agreement is executed as of the date written above.

**Assignor:**

**CAPSTAN, LLC**

By: Tortola Partners, LLC, Manager

By: \_\_\_\_\_  
Steve Curnutte, Managing Member

**Assignee:**

**LICON VENTURES, INC.**


By:   
Title: Director

EXHIBIT A  
Security Agreement  
(follows)



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

DECEMBER 28, 2012

PTAS

MARY C. WARD  
1600 DIVISION STREET, SUITE 700  
NASHVILLE, TN 37203

**900241995**

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 12/20/2012

REEL/FRAME: 4926/0318  
NUMBER OF PAGES: 6

BRIEF: SECURITY INTEREST

DOCKET NUMBER: 111790-301001

ASSIGNOR:  
CARBON AUDIO HOLDINGS, LLC

DOC DATE: 12/19/2012  
CITIZENSHIP: DELAWARE  
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNEE:  
CAPSTAN, LLC, AS AGENT  
  
1600 DIVISION STREET, SUITE 675  
NASHVILLE, TENNESSEE 37203

CITIZENSHIP: DELAWARE  
ENTITY: LIMITED LIABILITY COMPANY

SERIAL NUMBER: 85394582  
REGISTRATION NUMBER:  
MARK: CARBON AUDIO  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 08/10/2011  
REGISTRATION DATE:

SERIAL NUMBER: 85532306  
REGISTRATION NUMBER:  
MARK: ZOOKA  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 02/02/2012  
REGISTRATION DATE:

SERIAL NUMBER: 85792852  
REGISTRATION NUMBER:  
MARK: LOUDERER  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 12/03/2012  
REGISTRATION DATE:

ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION



## 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 Curnutte, Managing Member

DEBTOR:

CARBON AUDIO HOLDINGS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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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

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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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