

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM300628

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the entity type (domicile) of Receiving Party previously recorded on Reel 004926 Frame 0318. Assignor(s) hereby confirms the Receiving Party Data: Entity Type: "Delaware" to be corrected to read "Tennessee".		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Carbon Audio Holdings, LLC		12/19/2012	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Capstan, LLC, As Agent		
<b>Street Address:</b>	1600 Division Street, Suite 675		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37203		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TENNESSEE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85532306	ZOOKA	
<b>Serial Number:</b>	85394582	CARBON AUDIO	
<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		
<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>	04/07/2014		
<b>Total Attachments: 8</b>			

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**CORRECTIVE ASSIGNMENT**

- A. Carbon Audio Holdings, LLC, a Delaware Limited Liability Company (“Carbon Audio”), is the owner of record of the following U.S. Trademark Registrations and Applications, **ZOOKA** (U.S. Reg. No. 4419232), **CARBON AUDIO** (U.S. App. No. 85394582), and **LOUDERER** (U.S. App. No. 85792852) (the “Trademarks”).
- B. On December 19, 2012, Carbon Audio executed a Trademark and Patent Security Agreement with Capstan, LLC, a Tennessee Limited Liability Company (“Capstan”), pursuant to the terms of a Loan Agreement between the parties. The Trademark and Patent Security Agreement is attached hereto as *Exhibit A*.
- C. On December 20, 2012 the parties electronically filed the Trademark and Patent Security Agreement with the U.S. Patent and Trademark Office, recording a security interest in the Trademarks in favor of Capstan. See Reel/Frame 4926/0318.
- D. The Trademark and Patent Security Agreement reflects that Capstan is a Delaware Limited Liability Company.
- E. Capstan is in fact a Tennessee Limited Liability Company and the parties desire to reflect these facts on the records of the U.S. Patent and Trademark Office.
- F. Attached as *Exhibit A* is a copy of the originally recorded Trademark and Patent Security Agreement, incorporating these corrections and initialed and dated by the undersigned on behalf of Capstan.
- G. All statements made are of the undersigned’s firsthand knowledge and are true.

Executed at Nashville, TN on March 21, 2014

Capstan, LLC  
 By [Signature]  
 Name: Steve Curran He  
 Title: Fund Manager

On the 21 day of March, 2014, before me personally appeared Steve Curran He, the person who signed the foregoing instrument, who being by me duly sworn, acknowledged that he/she is an officer of, Capstan, LLC, that he/she has signed said instrument as a free act on behalf of said company, and that he/she has the authority to act on behalf of, and bind, said company.

SUBSCRIBED AND SWORN to before me on the date stated above.  
Jeremy C. McDowell  
 NOTARY PUBLIC in and for the State of Tennessee  
 residing at 209 WOODY ROAD Lakeland TN 37061  
 My Appointment Expires: April 21, 2017

**Exhibit A**

to

Declaration in Support of Corrective Assignment



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TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Carbon Audio Holdings, LLC		12/19/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Capstan, LLC, As Agent
Street Address:	1600 Division Street, Suite 675
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37203
Entity Type:	LIMITED LIABILITY COMPANY: <del>DELAWARE</del> Tennessee

Initial SW  
Date 3/21/14

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	85532306	ZOOKA
Serial Number:	85394582	CARBON AUDIO
Serial Number:	85792852	LOUDERER

CORRESPONDENCE DATA

Fax Number: 6152483040  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 615-252-3552  
 Email: mward@babc.com  
 Correspondent Name: Mary C. Ward  
 Address Line 1: 1600 Division Street, Suite 700  
 Address Line 4: Nashville, TENNESSEE 37203

ATTORNEY DOCKET NUMBER:	111790-301001
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NAME OF SUBMITTER:	Mary C. Ward
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Signature:	/Mary C. Ward/
Date:	12/20/2012
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## TRADEMARK AND PATENT SECURITY AGREEMENT

Initial *gl*  
Date 3/21/14 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~~ *Tennessee* 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.

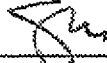
3. Other Agreements. This Agreement is executed to supplement and further evidence the security interest granted to Agent under the Security Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the Security 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: \_\_\_\_\_




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 Cunniff, Managing Member

**DEBTOR:**

**CARBON AUDIO HOLDINGS, LLC**

By:   
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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