

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM303853

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
McIntosh Laboratory, Inc.		05/07/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Manufacturers and Traders Trust Company		
<b>Street Address:</b>	25 South Charles Street		
<b>Internal Address:</b>	12th Floor		
<b>City:</b>	Baltimore		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21201		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0656034	MCINTOSH	
<b>Registration Number:</b>	1106001	MCINTOSH	
<b>Registration Number:</b>	1320143	MCINTOSH	
<b>Registration Number:</b>	1090016	POWER GUARD	
<b>Registration Number:</b>	2022091	MCINTOSH	
<b>Registration Number:</b>	2035338	MCINTOSH	
<b>Registration Number:</b>	2303852	LD/HP	
<b>Registration Number:</b>	2709210	MCINTOSH	
<b>Registration Number:</b>	3218463	4DPM8	
<b>Registration Number:</b>	3283379	DYNAMIC POWER MANAGER	
<b>Registration Number:</b>	4454936	MCINTOSH	
<b>Registration Number:</b>	4175831	LEGENDARY	
<b>Registration Number:</b>	0437883		
<b>Registration Number:</b>	0980278	MC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048817777		
<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>	404-881-7000		
<b>TRADEMARK</b>			

OP \$365.00 0656034

**Email:** betsy.perkins@alston.com  
**Correspondent Name:** Laura Kees  
**Address Line 1:** 1201 W. Peachtree Street  
**Address Line 2:** c/o Alston & Bird LLP  
**Address Line 4:** Atlanta, GEORGIA 30309-3424

**ATTORNEY DOCKET NUMBER:** 052988/439738

**NAME OF SUBMITTER:** Laura Kees

**SIGNATURE:** /Laura Kees/

**DATE SIGNED:** 05/07/2014

**Total Attachments: 5**

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GRANT OF SECURITY INTEREST  
PATENTS AND TRADEMARKS

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FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, McINTOSH LABORATORY, INC., a Delaware corporation (the "Grantor"), with principal offices at 2 Chambers Street, Binghamton, New York, 13903, on this 7<sup>th</sup> day of May, 2014, assigns and grants to MANUFACTURERS AND TRADERS TRUST COMPANY, as Collateral Agent (together with its successors and assigns, the "Grantee") with principal offices at 25 South Charles Street, 12<sup>th</sup> Floor, Baltimore, Maryland 21201, a security interest in (i) all of the Grantor's right, title and interest in and to the trademarks, trademark registrations, and trademark applications (the "Trademarks") set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof; (ii) all of the Grantor's right, title and interest in and to the patents, and patent applications (the "Patents") set forth on Schedule B attached hereto and all reissues, continuations, continuations-in-part and extensions thereof, in each case together with (iii) all Proceeds (as such term is defined in the Pledge and Security Agreement referred to below) of the Trademarks and Patents, (iv) the goodwill of the businesses with which the Trademarks are associated, and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks and Patents or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST (this "Grant"), is made to secure the satisfactory performance and payment of all the "Secured Obligations" of the Grantor, as such term is defined in that certain Pledge and Security Agreement among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of May 7, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Pledge and Security Agreement. 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 Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern. This Grant may be executed in counterparts.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

McINTOSH LABORATORY, INC., as Grantor

By:   
Name: Giovanni Palacardo  
Title: Treasurer

*Grant of Security Interest  
Patents and Trademarks  
McIntosh Laboratory, Inc.*

**TRADEMARK**  
**REEL: 005275 FRAME: 0758**

## TRADEMARKS

Country	Trademark	Registration Date	Renewal Due Date	Reg. No. & Notes
Argentina	McIntosh (OE)	10 Apr 96	06 Sep 16	2.111.604
Argentina	McIntosh (word)	12 Aug 08	12 Aug 18	2.242.720
Australia	McIntosh (word)	31 Jan 97	03 Mar 15	654617
Benelux <sup>1</sup>	McIntosh (logo)	09 Sep 83	09 Sep 13	393,146 (Abandoned)
Brazil	McIntosh (logo - car)	31 March 98	31 March 18	818650737
Brazil	McIntosh (logo - home)	20 April 04	20 April 14	818650745 (Renewal in Progress)
Canada	McIntosh (word)	25 Oct 91	25 Oct 21	389,445
China (PRC)	McIntosh (Chinese var.)	28 Jul 97	27 Jul 17	1066143
China (PRC)	McIntosh (main Chinese)	28 Feb 01	27 Feb 21	1530074
China (PRC)	McIntosh (word)	28 Apr 01	27 Apr 21	1562317
China (PRC)	McIntosh (logo)	28 Apr 01	27 Apr 21	1562318
Colombia	McIntosh (logo)	10 Oct 97	10 Oct 17	206272
EU	McIntosh (logo)	29 Sep 99	06 May 18	817106
EU	McIntosh (word)	08 Mar 00	06 May 18	816942
EU	McIntosh Globe Logo	11 May 07	16 Jul 16	5204821
Hong Kong	McIntosh (logo)	28 Apr 79	28 Apr 14	B1324/1982
Hong Kong	McIntosh (main Chinese)	07 Jan 98	22 Feb 17	69/1998
Hong Kong	McIntosh (word)	15 Jan 99	15 Jan 16	16821/2000
Hong Kong	McIntosh (logo)	15 Jan 99	15 Jan 16	16822/2000
Hong Kong	McIntosh Globe Logo	21 Jul 06	20 Jul 16	300685512
Indonesia	McIntosh (OE)	27 Jun 97	28 Feb 16	IDM000052660 (fka 375854)
Italy	McIntosh (logo)	07 Nov 74	07 Nov 14	1101945
Japan	Mc (abbrev. logo)	22 Dec 78	22 Dec 18	1,363,006
Japan	McIntosh (logo)	30 Jul 90	30 Jul 20	2,250,458
Japan	McIntosh (word)	16 May 77	16 May 17	1,270,733
Japan	McIntosh in Katakana	16 May 77	16 May 17	1,270,734
Japan	McIntosh & Globe	16 May 77	16 May 17	1,270,735
Korea	McIntosh (word)	07 Aug 80	06 Aug 20	71,006
Malaysia	McIntosh (word)	11 Apr 96	11 Apr 23	96-03692
Malaysia	McIntosh (logo)	11 Apr 96	11 Apr 23	96-03693
Mexico	McIntosh (logo)	18 Nov 92	08 May 21	425,686

<sup>1</sup> Individual country registrations within the European Community have been allowed to lapse, including this Benelux registration, as being redundant to the EU-wide Community Trademark Registrations 817106 and 816942.

Country	Trademark	Registration Date	Renewal Due Date	Reg. No. & Notes
Norway	McIntosh (logo)	09 Feb 95	09 Feb 15	166989
Russia	McIntosh [word]	16 Apr 01	02 Mar 19	198820
Russia	McIntosh [logo]	16 Apr 01	02 Mar 19	201342
Saudi Arabia	McIntosh (logo)	01 Aug 95	23 Nov 13	348/63
Singapore	McIntosh [logo & word]	26 Feb 99	26 Feb 19	T99/01833E
Singapore	McIntosh/Globe	22 Dec 78	22 Dec 19	T78/785941
Spain	McIntosh (word)	05 Jun 96	10 Dec 13	1793909
Spain	McIntosh (logo)	05 Jun 96	10 Dec 13	1793910
Switzerland	McIntosh (word)	08 Sep 83	08 Sep 23.	329,635
Taiwan ROC	McIntosh (word)	16 Jul 79	15 Jul 19	118,182
UK	McIntosh/Globe	8 Dec 78	8 Dec 19	B1,106,078
Uruguay	McIntosh (word)	21 Sep 11	21 Sep 21	404199
USA	McIntosh (old logo)	24 Dec 57	24 Dec 17	656,034
USA	Mc (Abrev logo)	12 Mar 74	11 Mar 14	980,278
USA	McIntosh (logo)	14 Nov 78	14 Nov 18	1,106,001
USA	McIntosh (logo)	12 Feb 85	12 Feb 05	1,320,143 (Abandoned)
USA	Power Guard	25 Apr 78	25 Apr 18	1,090,016
USA	McIntosh (word)	10 Dec 96	10 Dec 16	2,022,091
USA	McIntosh (logo)	04 Feb 97	04 Feb 17	2,035,338
USA	LD/HP	28 Dec 99	28 Dec 19	2,303,852
USA	McIntosh/Globe	22 Apr 03	22 Apr 23	2,709,210
USA	DPM Logo	13 Mar 07	12 Mar 17	3,218,463
USA	Dynamic Power Manager	21 Aug 07	20 Aug 17	3,283,379
USA	McIntosh (word)	24 Dec. 13	23 Dec. 23 (affidavit of use due before 23 Dec 19)	4,454,936
USA	Legendary	17 Jul 12	17 Jul 22	4175831
USA	"Color Blue"	06 Aug 13	05 Aug 23	4378833

TRADEMARK APPLICATIONS

None

REGISTERED PATENTS

Title: Output Connector  
U.S. Patent No.: D649,121  
Issue Date: 11/22/2011

PATENT APPLICATIONS

None