

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342437

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|-----------------------------------|---|--------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Sol Republic Inc. | | 05/20/2015 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Bridge Bank, National Association | | |
| Street Address: | 55 Almaden Blvd. | | |
| City: | San Jose | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95113 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 20 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86254248 | MMMDI | |
| Serial Number: | 86597479 | NO STRINGS ATTACHED | |
| Registration Number: | 4717255 | POWERTRACKS | |
| Serial Number: | 86573187 | SOL REPUBLIC RELAYS | |
| Serial Number: | 86010770 | DECK | |
| Serial Number: | 86113092 | SUPERIOR SOUND UNCHAINED | |
| Serial Number: | 86113095 | WIRED SOUND WIRELESSLY | |
| Serial Number: | 86356986 | SHADOW | |
| Registration Number: | 4646080 | TRACKS AIR | |
| Serial Number: | 86030771 | SUPER POWER WIRELESS | |
| Serial Number: | 86341857 | PUNK | |
| Serial Number: | 85719089 | SOL REPUBLIC | |
| Serial Number: | 85845645 | MUSIC MADE ME DO IT | |
| Serial Number: | 85845509 | MUSIC MADE ME DO IT | |
| Serial Number: | 85766184 | MUSIC MADE ME DO IT | |
| Serial Number: | 85719093 | S O S | |
| Serial Number: | 85874352 | TRACKS | |
| Registration Number: | 4265370 | SOS | |
| Registration Number: | 4254873 | SOUNDTRACK OF LIFE | |

CH \$515.00 86254248

| Property Type | Number | Word Mark |
|----------------------|---------|--------------|
| Registration Number: | 4202938 | SOL REPUBLIC |

CORRESPONDENCE DATA

Fax Number: 2136305601

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 213-891-5739

Email: wwolff@buchalter.com

Correspondent Name: William Wolff

Address Line 1: c/o Buchalter Nemer, 1000 Wilshire Blvd.

Address Line 2: Suite 1500

Address Line 4: Los Angeles, CALIFORNIA 90017

| | |
|--------------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | B7285-0287 |
| NAME OF SUBMITTER: | William Wolff |
| SIGNATURE: | /William Wolff/ |
| DATE SIGNED: | 05/26/2015 |

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 20, 2015 (this "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and SOL REPUBLIC INC., a Delaware corporation, ("Grantor") is made with reference to the Business Financing Agreement, dated as of the date hereof (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

GRANTOR:

SOL REPUBLIC INC.

By: 

Name: Jim R. Fredrickson

Title: CFO

Address for Notices:

Attn: Jim Fredrickson

9375 SW Commerce Circle, Suite 9A

Wilsonville OREGON 97170

Tel: 503-202-4006


Fax: 503-520-4299

Intellectual Property Security Agreement

TRADEMARK
REEL: 005523 FRAME: 0534

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: 

Name: Michael Hengl

Title: Senior Vice President

Address for Notices:

Attn: Michael Hengl

Tel: _____

Fax: _____

With a copy to:

Bridge Bank, National Association

55 Almaden Blvd.

San Jose, CA 95113

Fax: (408) 423-8510

Email: Lee.Shodiss@bridgebank.com

Attn: Lee A. Shodiss

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

EXHIBIT B

PATENTS

Please Check if No Patents Exist

| Description | Registration/Application Number | Registration/ Application Date |
|---------------------|------------------------------------|--------------------------------------|
| In-ear headphone | D725636 | 03/31/2015 |
| Speaker | D725631 | 03/31/2015 |
| Over-ear headphones | D687808 | 08/13/2013 |
| In-ear headphones | D674373 | 01/15/2013 |
| Over-ear headphones | D673929 | 01/08/2013 |

EXHIBIT C
TRADEMARKS

Please Check if No Trademarks Exist

| Description | Serial Number / Date | Registration Number / Date |
|---------------------|-------------------------|----------------------------------|
| MMMDI | 86254248 | 04/16/2014 |
| NO STRINGS ATTACHED | 86597479 | 04/14/2015 |
| POWERTRACKS | 4717255 | 04/07/2015 |
| SOL REPUBLIC RELAYS | 86573187 | 03/23/2015 |
| DECK | 86010770 | 07/15/2013 |

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|--------------------------|----------|------------|
| SUPERIOR SOUND UNCHAINED | 86113092 | 11/07/2013 |
| WIRED SOUND WIRELESSLY | 86113095 | 11/07/2013 |
| SHADOW | 86356986 | 08/04/2014 |
| TRACKS AIR | 4646080 | 11/25/2014 |
| SUPER POWER WIRELESS | 86030771 | 08/07/2013 |
| PUNK | 86341857 | 07/18/2014 |

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|---|-----------------|-------------------|
| <p>SOL REPUBLIC</p> | <p>85719089</p> | <p>09/02/2012</p> |
| <p>MUSIC MADE ME DO IT</p> | <p>85845645</p> | <p>02/10/2013</p> |
| <p>MUSIC MADE ME DO IT</p> | <p>85845509</p> | <p>02/09/2013</p> |
| <p>MUSIC MADE ME DO IT</p> | <p>85766184</p> | <p>10/29/2012</p> |
|  | <p>85719093</p> | <p>09/02/2012</p> |
| <p>TRACKS</p> | <p>85874352</p> | <p>03/12/2013</p> |
|  | <p>4265370</p> | <p>12/25/2012</p> |

| | | |
|--------------------|---------|------------|
| SOUNDTRACK OF LIFE | 4254873 | 12/04/2012 |
| SOL REPUBLIC | 4202938 | 09/04/2012 |