

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM343641

<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>
Moog Music, Inc.		06/05/2015	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	301 South Tryon St.		
<b>Internal Address:</b>	28th Floor - Attention: Portfolio Manager		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28288		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 34</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4258793	ANIMOOG	
<b>Registration Number:</b>	4222663	CLUSTER FLUX	
<b>Registration Number:</b>	3178139	ELECTRIC BLUE	
<b>Registration Number:</b>	2073866	ETHERWAVE	
<b>Registration Number:</b>	3441673	FREQBOX	
<b>Registration Number:</b>	3163974	LITTLE PHATTY	
<b>Registration Number:</b>	4421367	LITTLE PHATTY	
<b>Registration Number:</b>	4524948	MINIFOOGER	
<b>Registration Number:</b>	2487737	MINIMOOG	
<b>Registration Number:</b>	4548200	MINIMOOG	
<b>Registration Number:</b>	4740457	MINIMOOG MODEL D	
<b>Registration Number:</b>	4273100	MINITAURO	
<b>Registration Number:</b>	3875522	MOOG	
<b>Registration Number:</b>	3465771	MOOG	
<b>Registration Number:</b>	4694676	MOOG	
<b>Registration Number:</b>	4694687	MOOG	
<b>Registration Number:</b>	2473815	MOOG MUSIC INC.	
<b>Registration Number:</b>	2339224	MOOGERFOOGER	
<b>TRADEMARK</b>			

CH \$865.00 4258793

Property Type	Number	Word Mark
Registration Number:	2379940	MOOGERFOOGER
Registration Number:	3714113	MOOGFEST
Registration Number:	3043710	MURF
Registration Number:	2786117	O
Registration Number:	4694658	SAMPLE MOOG
Registration Number:	4112474	SLIM PHATTY
Registration Number:	4522991	SUB PHATTY
Registration Number:	3781545	TAURUS
Registration Number:	4146683	THE MOOG STORE
Registration Number:	4664764	THEREMINI
Registration Number:	2752305	VOYAGER
Serial Number:	86392929	MINIMOOG MODEL D
Serial Number:	86221647	MOOG INSTITUTE
Serial Number:	86975664	SUB 37
Serial Number:	86158359	SUB 37
Serial Number:	86235852	WERKSTATT

**CORRESPONDENCE DATA**

Fax Number: 2147455390

*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: 214-745-5226

Email: AWALKER@WINSTEAD.COM

Correspondent Name: Andrea Walker, Winstead PC

Address Line 1: P. O. Box 131851

Address Line 4: Dallas, TEXAS 75313-1851

**ATTORNEY DOCKET NUMBER:** 4839-1481 WF/MOOG MUSIC

**NAME OF SUBMITTER:** Andrea Walker

**SIGNATURE:** /Andrea Walker/

**DATE SIGNED:** 06/05/2015

**Total Attachments: 5**

source=4839-1481 Trademark Collateral Agreement (Executed) Wells Fargo-Moog#page1.tif

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## TRADEMARK COLLATERAL AGREEMENT

This June 5, 2015, MOOG MUSIC, INC., a North Carolina corporation ("Debtor"), with its principal place of business and mailing address at 160 Broadway Street, Asheville, North Carolina 28801, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank"), with its mailing address at 301 South Tryon Street, 28th Floor, MAC-D1130-286, Charlotte, North Carolina 28288, and its successors and assigns, and grants to Bank a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Bank, as the same may be amended, modified, or restated from time to time (the "Security Agreement").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Bank of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Bank on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

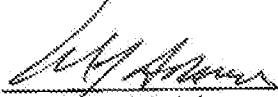
Debtor does hereby further acknowledge and affirm that the rights and remedies of Bank with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

DEBTOR:

MOOG MUSIC, INC.,  
a North Carolina corporation

By:   
Name: Michael J. Adams  
Title: President

Accepted and agreed to as of the date and year first above written.

**BANK:**

**WELLS FARGO BANK,  
NATIONAL ASSOCIATION**

By: 

Name: Kevin Hefner

Title: Senior Vice President

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT  
FEDERAL TRADEMARK REGISTRATIONS**

Trademark	Registration Number
Animoog	4258793
Cluster Flux	4222663
Electric Blue	3178139
ETHERWAVE	2073866
FreqBox	3441673
Little Phatty	3163974, 4421367
Minifooger	4524948
Minimoog	2487737, 4548200
Minimoog Model D	4740457
Minitaur	4273100
Moog	3875522, 3485771
Moog (stylized)	4694676, 4694687
MOOG MUSIC INC. (stylized)	2473815
MOOGERFOOGER	2339224, 2379940
Moogfest	3714113
MURF	3,043,710
Music note icon/logo	2786117
Sample Moog	4694658
Slim Phatty	4112474
Sub 37	86975664
Sub Phatty	4522991
Taurus	3781545
The Moog Store	4146683
Theremini	4664764
VOYAGER	2752305
WERKSTATT	86235852

PENDING FEDERAL TRADEMARK APPLICATIONS

Trademark	Serial Number
Minimoog Model D	86392929
Moog Institute	86221647
Sub 37	86158359

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