

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348723

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aphex, LLC		07/20/2015	LIMITED LIABILITY COMPANY: UTAH
DW Collection, LLC		07/20/2015	LIMITED LIABILITY LIMITED PARTNERSHIP: UTAH

RECEIVING PARTY DATA

Name:	Aphexoz, LLC
Street Address:	222 E Carrillo St Ste 400
City:	Santa Barbara
State/Country:	CALIFORNIA
Postal Code:	93101
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1671597	APHEX
Registration Number:	3535791	AURAL EXCITER
Registration Number:	1786623	BIG BOTTOM
Registration Number:	3600723	COMPELLOR
Registration Number:	1928583	EASYRIDER
Registration Number:	1964525	TUBESSENCE
Registration Number:	4498647	AUDIO XCITER

CORRESPONDENCE DATA

Fax Number: 8015366111

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: 8015321234

Email: trademarks@parsonsbehle.com

Correspondent Name: Mark E. Lehman

Address Line 1: 201 South Main Street, Suite 1800

Address Line 4: Salt Lake City, UTAH 84111

OP \$190.00 1671597

ATTORNEY DOCKET NUMBER:	22658.001 #2
NAME OF SUBMITTER:	Sarah E.Jelsema
SIGNATURE:	/Sarah E. Jelsema/
DATE SIGNED:	07/21/2015
Total Attachments: 4 source=22658.001_trademark collateral agreement#page1.tif source=22658.001_trademark collateral agreement#page2.tif source=22658.001_trademark collateral agreement#page3.tif source=22658.001_trademark collateral agreement#page4.tif	

Trademark Collateral Agreement

This Trademark Collateral Agreement ("Trademark Collateral Agreement"), dated as of the 20th day of July, 2015, by and between Aphex, LLC, DW Collection, LLC, and David Wiener (together the "Secured Parties"), and Aphexoz, LLC, a California limited liability company ("Grantor").

Pursuant to the Asset Purchase Agreement dated June 8, 2015, between the parties to this Trademark Collateral Agreement, the Secured Parties are transferring all right, title, and interest to the trademark registrations, applications, and trademarks set forth in Schedule A hereto (collectively, the "Collateral") to Grantor. Grantor has certain payment obligations under the Asset Purchase Agreement, and this Trademark Collateral Agreement is security for those obligations. Accordingly, the Secured Parties and Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the Collateral.

SECTION 2. Obligations Secured. The grant of a security interest in the Collateral by Grantor under this Trademark Collateral Agreement secures the payment of all amounts owed to the Secured Parties under the Asset Purchase Agreement and for all amounts that would be owed to the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.

SECTION 3. Recordation. Grantor authorizes the Secured Parties to record this conveyance with the U.S. Patent and Trademark Office and other applicable government entities through the forms and procedures provided by those entities, and to file UCC-1 financing statements in such jurisdictions as the Secured Parties deem appropriate.

SECTION 4. Grants, Rights and Remedies. This Trademark Collateral Agreement has been entered into in conjunction with the provisions of the Asset Purchase Agreement. Grantor does hereby acknowledge and confirm that the obligations secured by the grant of the security interest hereunder are more fully set forth in the Asset Purchase Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5. Counterparts. This Trademark Collateral Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

SECTION 6. Governing Law. This agreement shall be governed by and construed in accordance with the internal laws of the State of Utah, USA, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

SECTION 7. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect

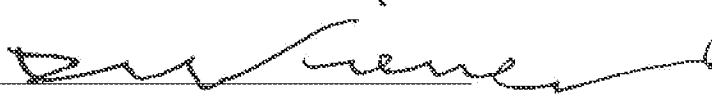
any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 8.05 of the Asset Purchase Agreement.

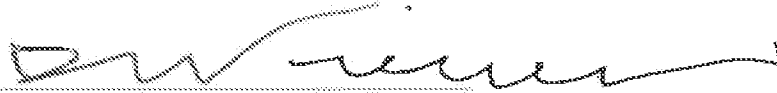
SECTION 9. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Patents are incorporated herein by this reference. The parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Aphex, LLC

By: 
Name: David Wiener
Title: Chief Executive Officer

DW Collection, LLC

By: 
Name: David Wiener
Title: Chief Executive Officer

Aphexoz, LLC

By: _____
Name: Peter Freedman
Title: Manager

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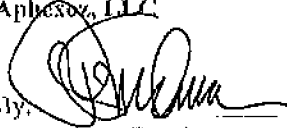
Aphex, LLC

By: _____
Name: David Wiener
Title: Chief Executive Officer

DW Collection, LLC

By: _____
Name: David Wiener
Title: Chief Executive Officer

Aphex, LLC

By:  _____
Name: Peter Freedman
Title: Manager

SCHEDULE A

	Mark	Registration No.	Country
1.	Aphex [®]	1671597	US
2.	Aural Exciter [®]	3535791	US
3.	Big Bottom [®]	1786623	US
4.	Compellor [®]	3600723	US
5.	Easy Rider [®]	1928583	US
6.	Tubessence [®]	1964525	US
7.	Audio Xciter [®]	4498647	US
8.	Audio Xciter [®]	11583266	China
9.	Aphex Thermionics		
10.	Dominator		
11.	Expressor		
12.	MicLim		
13.	LeNA		
14.	Xciter		
15.	Punch Factory		
16.	Anaconda		
17.	HeadPod		
	Mark	Application/ Registration No.	Country
18.	Aphex [®]	12707833	China (pending)