

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM352055

<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>
PEAG, LLC		08/20/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GEMCAP LENDING I, LLC		
<b>Street Address:</b>	24955 Pacific Coast Highway		
<b>Internal Address:</b>	Suite A202		
<b>City:</b>	Malibu		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90265		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3430181	JBUDS	
<b>Registration Number:</b>	3426305	B-FLEX	
<b>Registration Number:</b>	3863396	JLAB	
<b>Registration Number:</b>	4422395	GO	
<b>Registration Number:</b>	4471945	HOOK IT UP. ROCK IT OUT.	
<b>Registration Number:</b>	4471904	THE CRASHER	
<b>Registration Number:</b>	4521293	SHAKER	
<b>Registration Number:</b>	4556082	BOMBORA	
<b>Registration Number:</b>	4576016	JBUDDIES	
<b>Registration Number:</b>	4618505	INTRO	
<b>Registration Number:</b>	4679914	FREEDOM TO LISTEN	
<b>Registration Number:</b>	4693241	AUDIO REIMAGINED	
<b>Registration Number:</b>	4693242	EARBUDS REIMAGINED	
<b>Registration Number:</b>	4704703	OMNI BY JLAB	
<b>Registration Number:</b>	4712855	THE BOUNCER	
<b>Serial Number:</b>	86019875	EPIC BY JLAB	
<b>Serial Number:</b>	86026700	C3	
<b>Serial Number:</b>	86049595	CUSH FINS	
<b>TRADEMARK</b>			

OP \$515.00 3430181

Property Type	Number	Word Mark
Serial Number:	86442866	ROCK IT OUT
Serial Number:	86471959	JJJ

**CORRESPONDENCE DATA**

**Fax Number:** 2125865095

*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:** 2123818726

**Email:** rboghosian@ctswlaw.com

**Correspondent Name:** Robert Boghosian

**Address Line 1:** 420 Lexington Avenue

**Address Line 2:** Suite 2400

**Address Line 4:** New York, NEW YORK 10170

<b>NAME OF SUBMITTER:</b>	Robert Boghosian
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<b>SIGNATURE:</b>	/Robert Boghosian/
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<b>DATE SIGNED:</b>	08/20/2015
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**Total Attachments: 8**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent Trademark Security Agreement, dated as of August 20, 2015 (this "Agreement"), made by PEAG, LLC a Delaware limited liability company with a principal place of business located at 2591 Dallas Parkway, Suite 300, Frisco, TX 75034 ("Grantor") in favor of GEMCAP LENDING I, LLC, a Delaware limited liability company with offices at 24955 Pacific Coast Highway, Suite A202, Malibu, CA 90265 (together with its successors and assigns, "Lender").

### RECITALS

**WHEREAS**, the Grantor has an ownership interest in the patents identified on **Exhibit 1** hereto (collectively, the "Patents"); and

**WHEREAS**, the Grantor has an ownership interest in the trademarks identified on **Exhibit 2** hereto (collectively, the "Trademarks"); and

**WHEREAS**, the Grantor and the Lender are parties to that certain Loan and Security Agreement, of even date herewith (as from time to time amended or supplemented, the "Loan Agreement"); and

**WHEREAS**, the Grantor has granted to grant to Lender a security interest in all of its property and assets, including, without limitation, the Patents and Trademarks, to secure the performance of Grantor's obligations under the Loan Agreement and the other Loan Documents; and

**WHEREAS**, it is a condition precedent to the Lender's entry into the Loan Agreement and the other Loan Documents that the Grantor execute and deliver this Agreement to the Lender; and

**WHEREAS**, the Grantor and the Lender by this instrument seek to confirm and make a record of the grant of the security interest in the Patents and Trademarks and the assignment of the Patents and Trademarks upon the occurrence of an Event of Default in accordance with the terms of this Agreement; and

**WHEREAS**, capitalized terms used and not defined herein have the meanings given to them in the Loan Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby agrees, confirms and acknowledges as follows:

1. The Grantor does hereby acknowledge and confirm that the Patents and Trademarks and the goodwill associated therewith constitute Intellectual Property included in the Collateral pledged by Grantor to Lender pursuant to the Loan Agreement.

2. The Grantor further acknowledges and confirms that the rights and remedies of Lender with respect to the Patents and Trademark are more fully set forth in the Loan Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference.
3. The Grantor hereby irrevocably constitutes and appoints Lender, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its place and stead and in its name or otherwise, from time to time in Lender's sole discretion, at such Grantor's sole cost and expense, to take any and all action and to execute and deliver any and all documents and instruments which Lender may deem reasonably necessary or advisable to (a) accomplish the purposes of perfecting, continuing and preserving, a continuing first priority security interest in the Patents and Trademarks and the goodwill associated therewith in favor of Lender, and (b) effect a transfer of the Patents and Trademarks and the goodwill associated therewith to Lender or to Lender's designees without further consent or authorization of the Grantor upon the occurrence of an Event of Default. In furtherance and not in limitation of the foregoing, if an Event of Default has occurred and is continuing, the Lender is hereby authorized file with the United States Patent and Trademark Office or with such other governmental authorities, the assignment in the form substantially similar to that of **Exhibit A** attached to this Agreement, together with such other instruments and documents as the Lender may deem necessary or appropriate to effectuate the foregoing.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, this Patent and Trademark Security Agreement as of the day and year first above written.

PEAG, LLC

By: 

Name: Kevyn DeMartino

Title: Chief Executive Officer

ACCEPTED AND AGREED:

LENDER:

GEMCAP LENDING I, LLC

By: 

Name: David Ellis

Title: Co-President

[SIGNATURE PAGE - PATENT AND TRADEMARK SECURITY AGREEMENT]

**EXHIBIT 1**

**Patents**

TITLE	FILING DATE	APP. NO.	STATUS	ISSUE DATE	PAT. NO.
Epic Ear Buds	2014.11.10	29508722	Notice of Allowance on 07.20.2015	Pending	Pending

**EXHIBIT 2****Trademarks**

TRADEMARK	APP. NO.	FILING DATE	STATUS	REG. NO.	REG. DATE
JBuds	77267512	2007.08.29	REGISTERED - Section 8 and 15 filed 05.13.2014	3,430,181	2008.05.20
B-Flex	77267456	2007.08.29	REGISTERED - Section 8 and 15 filed 05.13.2014	3,426,305	2008.05.13
Jlab	77949974	2010.03.03	REGISTERED	3,863,396	2010.10.19
Go	85420927	2011.09.13	REGISTERED	4,422,395	2013.10.22
Hook It Up. Rock It Out.	85725034	2012.09.10	REGISTERED	4,471,945	2014.01.21
The Crasher	85718739	2012.08.31	REGISTERED	4,471,904	2014.01.21
Shaker	86061508	2013.09.11	REGISTERED	4,521,293	2014.04.29
BOMBORA	86170822	2014.01.21	REGISTERED	4,556,082	2014.06.24
Jbuddies	86184491	2014.02.04	REGISTERED	4,576,016	2014.07.29
Intro	86019747	2013.07.25	REGISTERED	4,618,505	2014.10.07
Freedom to Listen	86184424	2014.02.04	REGISTERED	4,679,914	2015.01.27
Audio Reimagined	86119309	2013.11.14	REGISTERED	4,693,241	2015.02.24
Earbuds Reimagined	86119330	2013.11.14	REGISTERED	4,693,242	2015.02.24
Omni by Jlab	86070692	2013.09.20	REGISTERED	4,704,703	2015.03.17
The Bouncer	85725007	2012.09.10	REGISTERED	4,712,855	2015.03.31
Epic by JLAB	86019875	2013.07.25	PENDING		

C3	86026700	2013.08.01	PENDING		
Cush Fins	86049595	2013.08.27	PENDING		
Rock It Out	86442866	2014.11.03	PENDING		
Jcon (logo)	86471959	2014.12.04	PENDING		



## EXHIBIT A

### ASSIGNMENT OF PATENTS AND TRADEMARKS

This **ASSIGNMENT OF PATENTS AND TRADEMARKS** (this "Assignment"), dated as of \_\_\_\_\_, 201\_ made by made by PEAG, LLC a Delaware limited liability company with a principal place of business located at 2591 Dallas Parkway, Suite 300, Frisco, TX 75034 ("Assignor"), in favor of in favor of GemCap Lending I, LLC, a Delaware limited liability company ("Lender") and the Assignee as set forth below.

#### RECITALS:

**WHEREAS**, Assignor has an ownership interest in the Patents described on **Exhibit 1** attached hereto (the "Patents"); and

**WHEREAS**, Assignor has an ownership interest in the Trademarks described on **Exhibit 2** attached hereto (the "Trademarks"); and

**WHEREAS**, Assignor and Lender are parties to that certain Loan and Security Agreement, dated as of August 20, 2015 (as from time to time amended or supplemented, the "Loan Agreement"; capitalized terms used and not defined herein shall have the meanings set forth in the Loan Agreement); and

**WHEREAS**, Assignor granted to Lender a security interest in substantially all of Assignor's property and assets to including the Patents and Trademarks and the goodwill associated therewith to secure the performance of its obligations under the Loan Agreement and the other Loan Documents; and

**WHEREAS**, it was a condition precedent to the Lender's entry into the Loan Agreement that Assignor shall have executed and delivered this Assignment; and

**WHEREAS**, one or more Events of Default have occurred under the Loan Agreement and the Lender has the right to exercise its rights and remedies under the Loan Agreement and the other Loan Documents; and

**WHEREAS**, by this instrument, Assignor is hereby assigning the Trademark to the Lender or its designee as set forth herein (such party, the "Assignee").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of are hereby acknowledged, Assignor hereby assigns to Lender the Trademark as follows:

1. Assignment of Trademarks. Assignor hereby assigns, transfers, and conveys to \_\_\_\_\_, a \_\_\_\_\_ with offices at

\_\_\_\_\_ (the “Assignee”) all of Assignor’s right, title and interest in and to the Trademarks together with the goodwill associated therewith.

2. Assignment of Patents. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor’s right, title and interest in and to the Patents together with the goodwill associated therewith.

3. Filing and Recordation. Assignee is hereby authorized to file or record this Assignment or any other instrument in such public offices and with such governmental authorities, including the United States Patent and Trademark Office, as Assignee may determine from time to time for the purpose of evidencing the foregoing assignment.

**IN WITNESS WHEREOF**, Assignor has executed this Trademark Assignment as of the date first above written.

**ASSIGNOR:**

**PEAG, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_