

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM376114

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GRIFFIN TECHNOLOGY, INC.		03/02/2016	Corporation:

## RECEIVING PARTY DATA

<b>Name:</b>	BANK OF AMERICA, N.A.
<b>Street Address:</b>	300 GALLERIA PKWY. SUITE 800
<b>City:</b>	ATLANTA
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30339
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Serial Number:	86524195	COURIER
Serial Number:	86605043	COVE
Serial Number:	86636720	GTEX
Serial Number:	86633489	SURVIVOR METRO
Serial Number:	86633662	SURVIVOR SUMMIT
Serial Number:	86568427	WATCHSTAND
Serial Number:	86691537	BEAM
Serial Number:	86543436	BONBON
Serial Number:	86588539	SWINENTOLOGY
Serial Number:	86698647	SURVIVOR ADVENTURE
Serial Number:	86698665	SURVIVOR JOURNEY
Serial Number:	86702871	UPTOWN BAND
Serial Number:	86561002	SWITCH
Serial Number:	86551851	SWITCH
Serial Number:	86335147	GTEX
Serial Number:	86335166	IDENTITY BON BON
Serial Number:	86475612	POWERTANK
Serial Number:	86340586	CINEMASEAT 360
Serial Number:	86415648	DROP TESTED

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86335155	IDENTITY PERFORMANCE
Serial Number:	86414605	WATER PROOF
Serial Number:	86336232	AIRSTRAP 360
Serial Number:	86376443	INTERCHANGEABLE DESIGN COLLECTION
Serial Number:	86386537	ITRIP
Serial Number:	86424596	LIGHTRUNNER
Serial Number:	86585978	MULTIDOCK
Serial Number:	86552144	POWER & CO.
Serial Number:	86552165	POWER & CO.
Serial Number:	86414550	
Serial Number:	86414585	
Serial Number:	86414562	
Serial Number:	86414571	
Serial Number:	86592381	SURVIVOR SLIM
Serial Number:	86432924	IMIC
Serial Number:	86605070	SURVIVOR
Serial Number:	86633607	SURVIVOR ASCENT

**CORRESPONDENCE DATA**

Fax Number: 6785337720

*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: 4044201146

Email: smarr@phrd.com

Correspondent Name: Sonya E. Marr

Address Line 1: 303 Peachtree Street, NE, Suite 3600

Address Line 4: Atlanta, GEORGIA 30308

<b>ATTORNEY DOCKET NUMBER:</b>	002689.00117
<b>NAME OF SUBMITTER:</b>	Douglas A. Nail, Esq.
<b>SIGNATURE:</b>	/Douglas A. Nail/
<b>DATE SIGNED:</b>	03/09/2016

**Total Attachments: 19**

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March 2, 2016

Bank of America, N.A.  
300 Galleria Parkway  
Suite 800  
Atlanta, Georgia 30339  
Attention: Loan Administration Officer -- Griffin Technology

RE: Amendment to Trademark Security Agreement -- Griffin Technology, Inc.

Ladies and Gentlemen:

Reference is made to that certain Trademark Security Agreement dated August 18, 2014, between Bank of America, N.A., a national banking association ("Lender"), and Griffin Technology, Inc., a Tennessee corporation ("Debtor"), as recorded in the United States Patent and Trademark Office (the "USPTO") on August 19, 2014, at Reel No. 5347, Frame 0847 (as at any time amended, modified, restated or supplemented, the "Trademark Security Agreement"). All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meaning ascribed to such terms in the Trademark Security Agreement.

Pursuant to Section 8 of the Trademark Security Agreement, Debtor is obligated to give notice to Lender whenever any Debtor obtains rights to any new trademarks, or becomes entitled to the benefit of any trademark application, and pursuant to Section 9, Lender is entitled to modify the Trademark Security Agreement by amending Schedule A thereto to include the new trademarks or applications therefor.

The undersigned Debtor desires to amend the Trademark Security Agreement to include the trademarks and trademark applications listed on Schedule A-1 attached hereto on Schedule A to the Trademark Security Agreement as provided below.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration receipt of which is acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Schedule A to the Trademark Security Agreement is hereby amended by adding to the list of trademarks and trademark applications thereon those trademarks and trademark applications listed on Schedule A-1 attached hereto. Lender is hereby authorized to attach a copy of Schedule A-1 to the Trademark Security Agreement as a supplement to Schedule A thereto and to file a copy of the Trademark Security Agreement, as so amended and supplemented, or this letter agreement, with the USPTO, at Debtor's expense.

To secure the prompt payment and performance to Lender of all of the Obligations, the undersigned Debtor hereby grants to Lender a continuing security interest in and lien upon all of Debtor's right, title and interest in, to and under the following property, in each case whether now existing or hereafter acquired or arising and wherever the same may be located (the "Additional Trademark Collateral"):

(a) all of Debtor's U.S. registered trademarks, U.S. trademark registrations, U.S. registered tradenames and U.S. trademark applications, which, in each case, are owned by Debtor and are now or hereafter filed with the United States Patent and Trademark Office, including, without limitation, the trademarks, tradenames, trademark registrations and trademark applications listed on Schedule A-1 attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and

payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding to such registered trademarks, trademark registrations, registered tradenames and trademark applications throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and trademark applications, together with the items described in clauses (i)-(iv) in this subparagraph (a), are hereinafter referred to, either individually or collectively, as the "Additional Trademarks"); and

(b) the goodwill of Debtor's business connected with and symbolized by the Additional Trademarks; and

(c) all proceeds of any of the foregoing.

Debtor hereby represents, warrants, covenants and agrees that:

(a) Each of the Additional Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this letter agreement in the United States Patent and Trademark Office, this letter agreement will create a legal, valid and perfected Lien upon and security interest in the Trademark Collateral that is registered in that office and that is listed on Schedule A attached hereto, enforceable against Debtor and all third Persons in accordance with its terms;

(c) To the knowledge of Debtor, no claim has been made that the use of any of the Additional Trademarks does or may violate the rights of any Person;

(d) Debtor has the unqualified right to enter into this letter agreement and perform its terms;

(e) To the knowledge of Debtor, each of the Additional Trademarks is valid and enforceable; and

(f) Debtor is the sole and exclusive owner of the entire right, title and interest in and to all of the Additional Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to paragraph 6 of the Trademark Security Agreement), including, without limitation, pledges, assignments, licenses, registered user letter agreements and covenants by Debtor not to sue third Persons.

(g) Except for Trademarks abandoned by Debtor in the Ordinary Course of Business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), Debtor has used and will continue to use for the duration of this letter agreement, proper statutory notice in connection with its use of the registered Additional Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Additional Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

The undersigned Debtor agrees to take such further actions as Lender shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

Except as otherwise expressly provided in this letter agreement, nothing herein shall be deemed to amend or modify any provision of the Trademark Security Agreement, which shall remain in full force and effect. This letter agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and the Trademark Security Agreement as herein modified shall continue in full force and effect. This letter agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This letter agreement shall be effective upon execution by the undersigned Debtor and acceptance by Lender (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia. This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

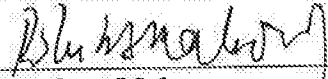
[Remainder of page intentionally left blank; signatures appear on the following pages.]

If this letter agreement is acceptable to Lender, please evidence its agreement by executing the enclosed copy of this letter agreement.

Very truly yours,

**DEBTOR:**

**GRIFFIN TECHNOLOGY, INC.**

By:   
Name: **Robert Mahoney**  
Title: Chief Financial Officer

[Signatures continue on following page.]

Accepted and agreed to:

**LENDER:**

**BANK OF AMERICA, N.A.**

By: 

Name: **Steven L. Hipsman**

Title: **Senior Vice President**

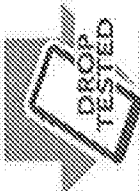






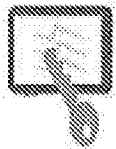
SCHEDULE A-1

Trademarks






Griffin Technology, Inc.  
U.S. Trademarks






Mark	Serial No.	Registration No.	App/Reg Date	Status
COURIER	86524195		2/4/2014	Pending
COVE	86605043		4/21/2015	Pending
GTEX	86636720		5/20/2015	Pending
SURVIVOR & Design	86605070		4/21/2015	Pending
SURVIVOR ASCENT	8663307		5/18/2015	Pending
SURVIVOR METRO	86633489		5/18/2015	Pending
SURVIVOR SUMMIT	86633662		5/18/2015	Pending
WATCHSTAND	86568427		3/18/2015	Pending
BEAM	86691537		7/13/2015	Pending
BONBON	86543436		2/23/15	Published
CHARGESENSOR	86588539		4/6/2015	Published
SURVIVOR ADVENTURE	86698647		7/20/2015	Pending
SURVIVOR JOURNEY	86698665		7/20/2015	Pending
UPTOWN BAND	86702871		7/23/2015	Pending
SWITCH	86561002		3/11/2015	Pending
SWITCH & Design	86551851		3/3/2015	Pending
<b>SWITCH</b>				
GTEX	86335147		6/11/2014	Published
IDENTITY BON BON	86335166		7/11/2014	Allowed





Mark	Serial No.	Registration No.	App/Reg Date	Status
POWERTANK	86475612		12/09/2014	Pending
CINEMASEAT 360	86340586		7/17/2014	Allowed
DROP TESTED & Design 	86415648		10/6/2014	Allowed
GTEX	86335147		7/11/2014	Allowed
IDENTITY PERFORMANCE	86335155		7/11/2014	Allowed
WATER PROOF & Design 	86414605		10/3/2014	Allowed
AIRSTRAP 360	86336232	4753300	7/14/14	Registered
INTERCHANGEABLE DESIGN COLLECTION	86376443	4729431	8/25/2014 4/28/2015	Registered
ITRIP	86386537		9/5/2014	Allowed
LIGHTRUNNER	86424596		10/15/2014	Allowed
MULTIDOCK	86585978		4/2/2015	Published
POWER & CO.	86552144		3/3/2015	Published
POWER & CO. Design	86552165		3/3/2015	Published
Stylized Design – Body Damage Protection 	86414550	4774338	10/03/2014 6/14/2015	Registered
Stylized Design – Dust Protection	86414585	4774341	10/03/2014 6/14/2015	Registered









Mark	Serial No.	Registration No.	App/Reg Date	Status
 Stylized Design – Rain Protection 	86414562	4774339	10/03/2014 6/14/2015	Registered
Stylized Design – Screen Scratch Protection 	86414571	4774340	10/03/2014 6/14/2015	Registered
SURVIVOR SLIM IMIC	86592381 86432924		5/18/2015 10/23/2014	Published Approved for Publication





**Griffin Technology, Inc.  
Foreign Trademarks**

Country	Mark	Serial No.	Registration No.	App/Reg Date	Status
Macao	GRIFFIN		N34104	2/15/08 8/28/08	Registered
Brazil	G & Design 	907990320		7/18/2014	Pending
Colombia	G & Design 			7/30/2014	Pending
International Bureau (WIPO)	G & Design 			7/30/2014	Pending
Panama	G & Design 	23388101		8/05/2014	Published
Republic of Korea	G & Design 	201110402	236741	4/14/2011 7/27/2012	Registered

Country	Mark	Serial No.	Registration No.	App/Reg Date	Status
Republic of Korea	G & Design 	201119904	0909608	4/14/2011 3/12/2012	Registered
Russian Federation	G & Design 			6/24/2014	Pending
Philippines	G GRIFFIN & Design 	42014505047		10/24/2014	Pending
Republic of Korea	G GRIFFIN & Design 	201211608	264254	4/03/2012 7/18/2013	Registered
Republic of Korea	G GRIFFIN & Design 	201222422	1002364	4/03/2012 10/21/2013	Registered
International Bureau (WIPO) Macao	GRIFFIN GRIFFIN & Design	N034105	N034105	7/30/2014 2/15/2008	Pending Registered

Country	Mark	Serial No.	Registration No.	App/Reg Date	Status
				8/28/2008	
Republic of Korea	GRIFFIN in Korean Characters	201120186	09244559	4/15/2011	Registered
Argentina	IDENTITY	3344326		6/25/2013	Pending
International Bureau (WIPO)	IDENTITY			8/05/2014	Pending
Panama	IDENTITY	23388301		7/30/2014	Pending
Brazil	SURVIVOR	907990452		8/05/2014	Published
International Bureau (WIPO)	SURVIVOR			7/18/2014	Published
Singapore	GRIFFIN & Design	T0801428E	T0801428E	7/30/2014	Pending
				2/12/2009	Registered
Denmark	IDENTITY			7/30/2014	Published
International Bureau (WIPO)	IDENTITY		1223430	7/30/2014	Registered
DENMARK	SURVIVOR			7/30/2014	Published
Argentina	G & Design	3346388		8/14/2014	Published
					
Argentina	G & Design	3346389		8/14/2014	Published
					
Argentina	G & Design	3346390		8/14/2014	Published

Country	Mark	Serial No.	Registration No.	App/Reg Date	Status
Chile	 G & Design	1152264		4/24/2015	Pending
India	 G & Design			5/4/2015	Pending
International Bureau (WIPO)	 G & Design			5/4/2015	Pending
United Arab Emirates	 G & Design	230216		4/1/2015	Pending
United Arab Emirates	 G & Design	230217		4/1/2015	Pending
India	GRIFFIN			5/4/2015	Pending
United Arab Emirates	GRIFFIN	230218		4/1/2015	Pending
United Arab Emirates	GRIFFIN	230219		4/1/2015	Pending
Chile	IDENTITY	1152260		4/24/2015	Pending
International Bureau (WIPO)	 G & Design	A0050160	1255029	7/30/2014	Registered
International Bureau (WIPO)	 G & Design		1252276	5/4/2015	Registered
Mexico	 G & Design	1482500	1545769	5/2/2014 6/10/2015	Registered

Country	Mark	Serial No.	Registration No.	App/Reg Date	Status
United Kingdom	 G & Design 			6/24/2014	Registered
Saudi Arabia	G GRIFFIN & Design 	1317100	1317100	2/1/2015	Registered
Saudi Arabia	G GRIFFIN & Design 	146653	146653	7/8/2015	Registered
Chile	GRIFFIN	1152266	1152266	4/24/2015	Pending
Denmark	GRIFFIN		1235290	6/24/2014	Registered
France	GRIFFIN		1235290	6/24/2014	Registered
International Bureau (WIPO)	GRIFFIN		1235290	6/24/2014	Registered
International Bureau (WIPO)	GRIFFIN	1238135	1238135	7/30/2014	Registered
International Bureau (WIPO)	GRIFFIN	A0050158	1250374	5/4/2015	Registered
Mexico	GRIFFIN	1482499	1543240	5/02/2014 6/2/2015	Registered
Panama	GRIFFIN	23387901		8/05/2014	Registered
Denmark	IDENTITY		1223430	7/30/14	Registered



Country	Mark	Serial No.	Registration No.	App/Reg Date	Status
France	IDENTITY		1223430	4/30/2015 7/30/14	Registered
Germany	IDENTITY		1223430	7/30/14	Registered
Iceland	IDENTITY		1223430	7/30/14	Registered
Japan	IDENTITY		1223430	7/30/14	Registered
Norway	IDENTITY		1223430	7/30/14	Registered
United Kingdom	IDENTITY		1223430	7/30/14	Registered
Saudi Arabia	iTrip	152584	152584	4/28/15	Registered
Saudi Arabia	POWERBLOCK	152585	152585	7/15/08	Registered
Argentina	SURVIVOR	3346391		8/14/14	Published
Chile	SURVIVOR	1152262		4/24/2015	Pending
Denmark	SURVIVOR	1223635	1223635	7/30/14 4/24/2015	Registered
Finland	SURVIVOR	1223635		7/30/14	Pending
France	SURVIVOR	1223635	1223635	7/30/14	Registered
Germany	SURVIVOR	1223635	1223635	7/30/14	Registered
Iceland	SURVIVOR	1223635	1223635	7/30/14	Registered
India	SURVIVOR			5/4/2015	Pending
International Bureau (WIPO)	SURVIVOR	1223635		7/30/14	Pending
International Bureau	SURVIVOR	1249657	1249657	5/4/2015	Registered

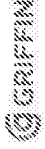

Country	Mark	Serial No.	Registration No.	App/Reg Date	Status
(WIPO)					
Norway	SURVIVOR		1223635	7/30/14	Registered
Panama	SURVIVOR	23388201	1223635	8/5/14	Registered
United Kingdom	SURVIVOR	1223635	1223635	7/30/14	Registered
European Union	SWITCH	13817853		3/12/2015	Pending
European Union	SWITCH & Design	13797071		3/6/2015	Pending
	<b>SWITCH</b>				
China	SURVIVOR ADEVENTURE	17668195		9/25/2015	Pending
China	SURVIVOR JOURNEY	17605231		9/25/2015	Pending
China	WATCH STAND	17605230		9/25/2015	Pending

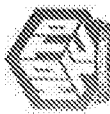





**Papernomad Trademarks**




Mark	Owner	Serial #	Registration #	App/Reg Date	Status
Papernomad	Papernomad USA LLC	85963759	4626446	06/19/2013 10/21/2014	Registered
Papernomad	Papernomad USA LLC	85963752	4626445	06/19/2013 10/21/2014	Registered

**Dong Guan Griffin Technology Trading Limited  
Trademarks**

Trademark number	Trademark name	Applied category	Applied date	Status	Registered Date
12972241	镁来恩	35	7/24/2013	In publication on 10/13/2014	
12940280	 镁来恩	9	7/18/2013	In publication on 8/30/2014	
12972209	激纷	35	7/24/2013	In publication on 9/27/2014	
12961309	激纷	42	7/23/2013	Under publication period on 9/24/2014	
12940217	激纷	9	7/18/2013	Under publication period on 9/24/2014	
12975579	Griffin 	28	7/25/2013	Under publication period on 12/6/2014	
14809529	Identity <i>Identity</i>	17	5/14/2014	Application accepted on 10/28/2014	
15384819	Identity <i>Identity</i>	17	5/14/2014	Application accepted on 10/28/2014	
15588167	SLEEP   SPORT	26	9/12/2014	Application accepted on 11/18/2014	
15588166		17	9/12/2014	Application accepted 11/16/2014	
15588165		28, 17	9/12/2014	Application accepted 11/16/2014	
11912257	"G" logo		12/20/12	Registered as camera	6/7/2014

Trademark number	Trademark name	Applied category	Applied date	Status	Registered Date
		9		tools, remote product	
11912294	"G" logo	17	12/20/12	Registered as plastic tube product	6/28/2014
11928776	"G" logo	35	12/20/12	Registered in advertisement, advertisement design, export and import service, marketing, recruitment, and computer software design service	
12940280	镁来恩 镁来恩	9	7/18/2013	In Publication on December 27, 2014	
12939232	Griffin 	9	7/18/2013	In Publication on December 27, 2014	
12941261	HELO TC (touch control) 	9	7/18/2013	In Publication on December 27, 2014	
12939662	helo tc	9	7/18/2013	In Publication on December 27, 2014	
12939406	HELO TC HAKE	9	7/18/2013	In Publication on	

Trademark number	Trademark name	Applied category	Applied date	Status	Registered Date
12940154	moto-tc racer 	9	7/18/2013	In Publication on December 27, 2014	
12939828	HYDRO TC 	9	7/18/2013	In Publication on December 27, 2014	
12971635	SURVIVOR	17	7/24/2013	In Publication on December 27, 2014	
11928705	"G" logo 	42	12/20/2012	"Test service" is accepted in this class for registration	
12976702	镁来恩	28	2013/7/25	Issued	01/14/2015
12971946	镁来恩	17	2013/7/24	Issued	1/07/2015
12961398	镁来恩	42	2013/7/23	Registered	12/21/2014
12976620	激纷	28	2013/7/25	Issued	01/14/2015
12971741	激纷	17	2013/7/24	Issued	
12975644	Griffin Technology Griffin 	28	2013/7/25	Issued	03/07/2015
1297579	Griffin 	28	2013/7/25	Issued	03/07/2015
12976822	Helotec 	28	2013/7/25	Issued	1/14/2015

Trademark number	Trademark name	Applied category	Applied date	Status	Registered Date
12940154	moto-1c racer 	09	2013/7/18	On publication	
12975510	Aero 1c 	28	2013/7/25	Issued	1/14/2015
12971520	KAZOO 	17	2013/7/24	Issued	1/21/2015