

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382605

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clair Global Corp.		04/25/2016	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Fulton Bank, N.A.		
Street Address:	1 Penn Square		
City:	Lancaster		
State/Country:	PENNSYLVANIA		
Postal Code:	17602		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1052425	SHOWCO	
Registration Number:	1058325	SHOWCO	
Registration Number:	1457279	PRISM	
CORRESPONDENCE DATA			
Fax Number:	7172914660		
<i>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.</i>			
Phone:	717-299-5201		
Email:	ipdocket@barley.com		
Correspondent Name:	Scott F. Landis		
Address Line 1:	126 East King Street		
Address Line 4:	Lancaster, PENNSYLVANIA 17602		
ATTORNEY DOCKET NUMBER:	2213-2116		
NAME OF SUBMITTER:	Scott F. Landis		
SIGNATURE:	/scott f. landis/		
DATE SIGNED:	05/02/2016		
Total Attachments: 5			
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MEMORANDUM OF SECURITY AGREEMENT

THIS MEMORANDUM OF SECURITY AGREEMENT, dated as of April ¹⁵, 2016 (this “**Memorandum**”), is made by Clair Global Corp., a Pennsylvania corporation, and Clair Bros. Audio Enterprises, Inc., a Pennsylvania corporation, each with an address of 1 Ellen Drive, Lititz, Pennsylvania 17543 (the “**Debtor**”), in favor of Fulton Bank, N.A., a national banking association with an address of 1 Penn Square, Lancaster, Pennsylvania 17602 (the “**Secured Party**”).

WHEREAS, Debtor and Secured parties are parties to that certain Sixth Amended and Restated Loan Agreement dated as of January 15, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), pursuant to which Secured Party extended to Debtor certain commercial credit facilities (the “**Loans**”). Capitalized terms not defined herein shall have the respective meanings ascribed to them in the Loan Agreement.

WHEREAS, to secure Debtor’s Obligations to Secured Party, Debtor executed and delivered to Secured Party that certain Amended and Restated Security Agreement dated as of January 15, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which, among other things, Debtor granted to Secured Party (including its successors and assigns), as collateral security for the Loans, a lien and security interest in all of its right, title and interest in, to and under the Collateral, including:

- (a) All Trademarks of Debtor, including:
 - (i) applications for registration of any of the foregoing and all registered intellectual property licenses and applications therefor providing for the grant to Debtor of any right under any of the foregoing, including, without limitation, those referred to on Exhibit A hereto;
 - (ii) all renewals and extensions of the foregoing;
 - (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in the case of clauses (i) through (iii), with respect to any "intent to use" Trademark applications for which a statement of use, or an amendment to allege use, has not been accepted by the U.S. Patent and Trademark Office (but only until such statement, or an amendment to allege use, is accepted).

(b) all Proceeds and products of each of the foregoing, all books and records relating to the foregoing, all supporting obligations related thereto, and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to Debtor from time to time with respect to any of the foregoing.

NOW, THEREFORE, the parties wish to show for the public record the security interest granted in favor of Secured Party, in the said now owned and after-acquired Trademarks and other property described herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Memorandum of Security Agreement to be executed as of the date first above written.

SECURED PARTY:

DEBTOR:

FULTON BANK, N.A.

CLAIR BROS. AUDIO ENTERPRISES, INC., a Pennsylvania corporation

By: [Signature]
Joshua L. Griffin, Relationship Manager

By: [Signature]
Troy Clair, President

CLAIR GLOBAL CORP., a Pennsylvania corporation

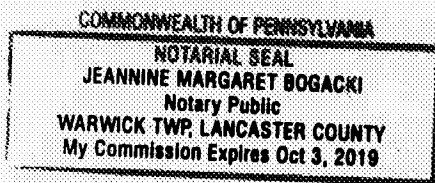
By: [Signature]
Troy Clair, President

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF LANCASTER :

On 4/27, 2016, before me, the undersigned officer, personally appeared Troy Clair, who acknowledged himself to be the President of Clair Bros. Audio Enterprises, Inc. and Clair Global Corp., each a Pennsylvania corporation, and that as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporations by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public



COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF LANCASTER :

On , 2016, before me, the undersigned officer, personally appeared Joshua L. Griffith, who acknowledged himself to be a Relationship Manger of Fulton Bank, N.A., a national banking association, and that as such Relationship Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the bank by himself as Relationship Manager.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Tanya L. Groff, Notary Public
City of Lancaster, Lancaster County
My Commission Expires Feb. 26, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

EXHIBIT A

Trademarks

<u>Owner</u>	<u>Mark</u>	<u>Type</u>	<u>Registration No.</u>	<u>Registration Date</u>
Clair Global Corp.	<u>Showco</u>	Name and Design	1052425	11/09/1976
Clair Global Corp.	Showco	Name and Design	1058325	02/08/1977
Clair Bros Audio Enterprises, Inc.	Clair	Name and Design	3883353	11/30/2010
Clair Global Corp.	Prism	Name	1457279	09/15/1987