

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390344

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	IP Senior Security Agrt Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
D&B AUDIOTECHNIK GMBH		07/01/2016	Company: GERMANY
RECEIVING PARTY DATA			
Name:	UniCredit Bank AG, London Branch, as Security Agent for the Senior Creditors		
Street Address:	Moor House, 120 London Wall		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2Y 5ET		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2418552	D&B AUDIOTECHNIK	
Registration Number:	2646518	D & B AUDIOTECHNIK	
Registration Number:	2443008		
Registration Number:	2622650	DBAUDIO	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<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:	301-638-0511		
Email:	penelope@ipresearchplus.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue, Ste 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	COS1-41248		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
SIGNATURE:	/pja/		
DATE SIGNED:	07/05/2016		
Total Attachments: 6 source=41248#page1.tif			

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INTELLECTUAL PROPERTY SENIOR SECURITY AGREEMENT SUPPLEMENT

Trademark, Trademark Registrations, Trademark Applications and Trademark Licenses

WHEREAS, D&B AUDIOTECHNIK GBMH, a company incorporated under the laws of Germany (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Intellectual Property Collateral (as defined below);

WHEREAS, the Grantor, among others, will accede to a senior facilities agreement dated 22 February 2016 between Cubes Holding GmbH (formerly named Blitz F15-330 GmbH), UniCredit Bank AG and ING Bank, a Branch of ING-DiBa AG as arrangers, UniCredit Bank AG, London Branch as agent and security agent and the financial institutions named therein as lenders (as amended, supplemented or otherwise modified from time to time, the "Senior Facilities Agreement"), pursuant to which, among other things, the Lenders (as defined in the Senior Facilities Agreement) have agreed to make loans or otherwise to extend credit to the Borrowers (as defined in the Senior Facilities Agreement) upon the terms and subject to the conditions specified in the Senior Facilities Agreement and each Grantor has agreed to guarantee the obligations of the Finance Parties (as defined in the Senior Facilities Agreement) under the Finance Documents (as defined in the Senior Facilities Agreement); and

WHEREAS, pursuant to (i) a Senior Security Agreement dated as of July 1, 2016 (as amended, supplemented or otherwise modified from time to time, the "Senior Security Agreement") entered into between, among others, the Grantor and UniCredit Bank AG, London Branch, as Security Agent (the "Security Agent", which expression shall include its successors, assigns and transferees) and (ii) certain other Senior Security Agreement Documents (including this Intellectual Property Senior Security Agreement Supplement), the Grantor has secured the Secured Obligations (as defined in the Senior Security Agreement) by granting to the Security Agent as security agent for the Senior Creditors (as defined in the Senior Security Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Agent, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Senior Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule I hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Senior Security Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in

Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto) or for the goodwill associated with any of the foregoing; and

(iv) all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto).

Upon the occurrence of a Declared Default (as defined in the Senior Security Agreement), the Grantor irrevocably constitutes and appoints the Security Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Security Agent's name, from time to time, in the Security Agent's discretion, to take with respect to the Intellectual Property Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Intellectual Property Senior Security Agreement Supplement and to accomplish the purposes hereof. Except to the extent expressly permitted in the Senior Security Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Intellectual Property Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the Senior Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Senior Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Intellectual Property Senior Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Intellectual Property Senior Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Senior Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

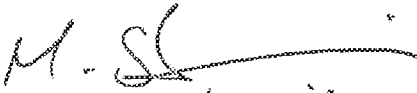
This Intellectual Property Senior Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Senior Security Agreement Supplement and those of the Senior Security Agreement, the Senior Security Agreement shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Senior Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 1st day of July, 2016.

D&B AUDIOTECHNIK GBMH,
AS GRANTOR

By: 
Name: M. Strohmeyer
Title: GM

Acknowledged:

UNICREDIT BANK AG, LONDON BRANCH,
as Security Agent

By:
Name:
Title:

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Senior Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 1st day of July, 2016.

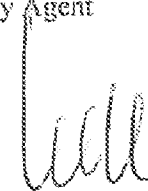
D&B AUDIOTECHNIK GBMH,
AS GRANTOR

By:
Name:
Title:

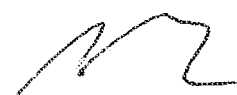
Acknowledged:

UNICREDIT BANK AG, LONDON BRANCH,
as Security Agent

By:
Name:
Title:



Dietmar Kahl
Director



Andreas Petz
Associate Director

SCHEDULE 1

TRADEMARK REGISTRATIONS

Trademark	Registration No.	Registration Date
D&B AUDIOTECHNIK	2418552	January 9, 2001
d&b audiotechnik & Logo	2646518	November 5, 2002
d&b-Logo	2443008	April 10, 2001
dbaudio	2622650	September 24, 2002