

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394094

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GRIFFIN TECHNOLOGY, LLC,		08/05/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC		
Street Address:	311 SOUTH WACKER DRIVE, SUITE 6400		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 72			
Property Type	Number	Word Mark	
Registration Number:	4533561	AIRSTRAP	
Registration Number:	4753300	AIRSTRAP 360	
Registration Number:	4302029	APPPOWERED	
Registration Number:	3606708	AUTOPILOT	
Registration Number:	4560900	BEAMHAUS	
Registration Number:	4961434	CHARGESENSOR	
Registration Number:	3932141	COOP	
Registration Number:	4623643	DREAMSTAND	
Registration Number:	4286544	DRIVESAFE	
Registration Number:	4918821	DROP PROTECTION MEETS SELF EXPRESSION	
Registration Number:	3465980	ELAN	
Registration Number:	3310415	ELEVATOR	
Registration Number:	3920905	G	
Registration Number:	4837701	G	
Registration Number:	3938740	G GRIFFIN	
Registration Number:	4837702	GRIFFIN	
Registration Number:	3556144	GRIFFIN	
Registration Number:	4852114	GRIFFIN PROTECTION SYSTEM	
Registration Number:	4057221	GUITARCONNECT	
TRADEMARK			

CH \$1815.00 4533561

Property Type	Number	Word Mark
Registration Number:	4211243	HELO TC
Registration Number:	3155941	ICLEAR
Registration Number:	4634263	IDENTITY
Registration Number:	4709633	IDENTITY
Registration Number:	5000380	IMPACT DISPERSION SYSTEM
Registration Number:	4729431	INTERCHANGEABLE DESIGN COLLECTION
Registration Number:	2930363	ITRIP
Registration Number:	4852327	ITRIP
Registration Number:	4623603	KAZOOKEEPER
Registration Number:	4783537	LIGHTRUNNER
Registration Number:	4524052	LOOP
Registration Number:	4619874	MOTO TC
Registration Number:	4942793	MULTIDOCK
Registration Number:	3908598	MYPHONES
Registration Number:	4953207	POWER & CO.
Registration Number:	4953208	POWER & CO.
Registration Number:	3465993	POWERDOCK
Registration Number:	4655067	POWERJOLT
Registration Number:	3649683	POWERMATE
Registration Number:	4176625	QSCRIPT
Registration Number:	4005079	RESERVE
Registration Number:	3313112	ROADTRIP
Registration Number:	4537769	SEP·A·RATES
Registration Number:	4545154	SEPARATES
Registration Number:	4623644	SKYVIEW
Registration Number:	4626567	SLEEP SPORT
Registration Number:	3613108	SMARTSCAN
Registration Number:	4594779	SPORTCUFF
Registration Number:	4409919	STUDIOCONNECT
Registration Number:	4774338	
Registration Number:	4774341	
Registration Number:	4774339	
Registration Number:	4774340	
Registration Number:	4405866	SURVIVOR
Registration Number:	5013916	SURVIVOR
Registration Number:	4990253	SURVIVOR ADVENTURE
Registration Number:	4783208	SURVIVOR ALL-TERRAIN
Registration Number:	4783203	SURVIVOR CORE

Property Type	Number	Word Mark
Registration Number:	4765829	SURVIVOR CROSSGRIP
Registration Number:	4979849	SURVIVOR JOURNEY
Registration Number:	4822209	SURVIVOR SLIM
Registration Number:	4979614	SURVIVOR SUMMIT
Registration Number:	4697457	TRAINER
Registration Number:	3478515	TUNEBUDS
Registration Number:	3155942	TUNEFLEX
Registration Number:	4762104	WAVEGRIP
Registration Number:	4448639	WOODTONES
Registration Number:	4405867	WOOGIE
Serial Number:	86945724	ROADTRIP
Serial Number:	86299351	SURVIVOR
Serial Number:	86942470	SURVIVOR
Serial Number:	86730108	SURVIVOR TACTICAL
Serial Number:	86702871	UPTOWN BAND

CORRESPONDENCE DATA

Fax Number: 2165790212

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: 312-269-4177

Email: pcyngier@jonesday.com

Correspondent Name: KARIN LEE

Address Line 1: 77 WEST WACKER DRIVE

Address Line 2: JONES DAY

Address Line 4: CHICAGO, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	035613-600006
NAME OF SUBMITTER:	KARIN LEE
SIGNATURE:	/KARIN LEE/
DATE SIGNED:	08/08/2016

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) dated as of August 5, 2016, is made by GRIFFIN TECHNOLOGY, LLC, a Delaware limited liability company (together with its successors and assigns, the “Grantor”) and MONROE CAPITAL MANAGEMENT ADVISORS LLC, as administrative agent (“Administrative Agent”), for the benefit of the Lenders (as defined in the Credit Agreement referred to below):

RECITALS:

WHEREAS, pursuant to a joinder agreement dated the date hereof, Grantor is a party to that certain Credit Agreement dated as of December 26, 2014, as amended by that certain First Amendment to Credit Agreement dated as of February 18, 2015, that certain Second Amendment and Consent to Credit Agreement dated as of June 4, 2015, that certain Third Amendment and Consent to Credit Agreement dated as of August 31, 2015, that certain Fourth Amendment and Consent to Credit Agreement dated as of September 14, 2015, that certain Fifth Amendment and Consent to Credit Agreement dated as of December 31, 2015 and that certain Sixth Amendment and Consent to Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time further amended, restated, supplemented or otherwise modified, the “Credit Agreement”) by and among the Grantor, the other grantors named therein, the financial institutions from time to time party thereto (collectively, the “Lenders”), Wells Fargo Bank, National Association, as Revolver Agent, and Administrative Agent, in which the Lenders have agreed to make certain Loans to Borrowers.

WHEREAS, pursuant to that certain Amended and Restated Guaranty and Collateral Agreement dated as of the date hereof in favor of Administrative Agent (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Collateral Agreement”), Grantor has granted to Administrative Agent for the ratable benefit of the Lenders a continuing security interest in all of its Collateral (including all right, title and interest of Grantor in, to and under the trademark Collateral described below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Guaranty and Collateral Agreement).

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor (intending to be legally bound) hereby agrees as follows:

1. Defined Terms. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement; provided, however, that the following terms shall have the meanings given them in the Guaranty and Collateral Agreement: “Company Obligations,” “Guarantor Obligations” and “Proceeds.”

2. Grant of Security Interest. As collateral security for the prompt and complete payment when due (whether at the stated maturity, by acceleration or otherwise) of the Company Obligations and the Guarantor Obligations, Grantor hereby pledges and grants to the

Administrative Agent, for the ratable benefit of the Agents, the Lenders and the Bank Product Providers and (to the extent provided in the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all right, title and interest of Grantor in and to certain Collateral, whether now existing or hereafter acquired, which includes the following:

- (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers now held or hereafter acquired by Grantor, any registration or recording of the foregoing or any thereof, and any application in connection therewith, including, without limitation, any such registration, recording, or application in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof (including, without limitation, those trademark registrations and applications listed on Exhibit A to this Agreement);
- (ii) all renewals of any of the foregoing;
- (iii) all rights to sue for past, present or future infringements of any of the foregoing;
- (iv) all good will of the business of the Grantor connected with and symbolized by any of the foregoing; and
- (v) all Proceeds of any and all of the foregoing.

1. Reference to Separate Agreements. This Agreement has been entered into by Grantor and the Administrative Agent primarily for recording purposes. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent (or, if and as applicable, Lenders) under and pursuant to the Credit Agreement (or the Guaranty and Collateral Agreement identified therein) but rather is intended to facilitate the exercise of such rights and remedies. Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Credit Agreement (and the Guaranty and Collateral Agreement), all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Credit Agreement, the terms and provisions of the Credit Agreement shall govern.

2. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

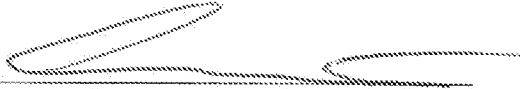
3. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned has duly executed this Intellectual Property Security Agreement as of the date first written above.

GRANTOR:

GRIFFIN TECHNOLOGY, LLC, a Delaware limited liability company

By: 
Name: Andy Fathollahi
Title: President and Chief Executive Officer

AGREED AND ACCEPTED:

this 5th day of July, 2016

August

MONROE CAPITAL MANAGEMENT ADVISORS, LLC,

as Administrative Agent

By:

Name:


Nathan Harrell

Title:

Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005848 FRAME: 0549




EXHIBIT A

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS:

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
AIRSTRAP	9	86088366 10-OCT-2013	4533561 20-MAY-2014
AIRSTRAP 360	9	86336232 14-JUL-2014	4753300 09-JUN-2015
APPOWERED	9	85326963 23-MAY-2011	4302029 12-MAR-2013
AUTOPILOT	9	77222144 05-JUL-2007	3606708 14-APR-2009
BEAMHAUS	9	85748697 09-OCT-2012	4560900 01-JUL-2014
CHARGESENSOR	9	86588519 06-APR-2015	4961434 17-MAY-2016
	9	77876004 19-NOV-2009	3932141 15-MAR-2011
DREAMSTAND	9	86103842 29-OCT-2013	4623643 21-OCT-2014
DRIVESAFE	9	85274065 23-MAR-2011	4286544 05-FEB-2013
DROP PROTECTION MEETS SELF EXPRESSION	9	86307141 11-JUN-2014	4918821 15-MAR-2016
ELAN	9	77227487 11-JUL-2007	3465980 15-JUL-2008
ELEVATOR	9	76671743 24-JAN-2007	3310415 16-OCT-2007
	9	77876005 19-NOV-2009	3920905 15-FEB-2011
	9, 35, 42	86307121 11-JUN-2014	4837701 20-OCT-2015
 GRIFFIN	9	77876006 19-NOV-2009	3938740 29-MAR-2011
GRIFFIN	9, 35, 42	86307137 11-JUN-2014	4837702 20-OCT-2015

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
	9	77329993 15-NOV-2007	3556144 06-JAN-2009
GRIFFIN PROTECTION SYSTEM	9	86308267 12-JUN-2014	4852114 10-NOV-2015
GUITARCONNECT	9	85090136 22-JUL-2010	4057221 15-NOV-2011
HELO TC	28	85358020 28-JUN-2011	4211243 18-SEP-2012
ICLEAR	9	76653743 20-JAN-2006	3155941 17-OCT-2006
IDENTITY	9	86185749 05-FEB-2014	4634263 04-NOV-2014
	9	86294058 28-MAY-2014	4709633 24-MAR-2015
IMPACT DISPERSION SYSTEM	9	86775654 01-OCT-2015	5000380 12-JUL-2016
INTERCHANGEABLE DESIGN COLLECTION	9	86376443 25-AUG-2014	4729431 28-APR-2015
ITRIP	9	76576163 19-FEB-2004	2930363 08-MAR-2005
ITRIP	9	86386537 05-SEP-2014	4852327 10-NOV-2015
KAZOOKEEPER	9	86087280 09-OCT-2013	4623603 21-OCT-2014
LIGHTRUNNER	9	86424596 15-OCT-2014	4783537 28-JUL-2015
LOOP	9	85274084 23-MAR-2011	4524052 06-MAY-2014
MOTO TC	28	86103851 29-OCT-2013	4619874 14-OCT-2014
MULTIDOCK	9	86585978 02-APR-2015	4942793 19-APR-2016
MYPHONES	9	77704914 02-APR-2009	3908598 18-JAN-2011
POWER & CO.	9	86978688 03-MAR-2015	4953207 03-MAY-2016

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
	9	86978689 03-MAR-2015	4953208 03-MAY-2016
POWERDOCK	9	77230000 15-JUL-2007	3465993 15-JUL-2008
POWERJOLT	9	86041817 19-AUG-2013	4655067 16-DEC-2014
POWERMATE	9	77485710 29-MAY-2008	3649683 07-JUL-2009
QSCRIPT	9	85274070 23-MAR-2011	4176625 17-JUL-2012
RESERVE	9	85095701 29-JUL-2010	4005079 02-AUG-2011
ROADTRIP	9	76634172 23-MAR-2005	3313112 16-OCT-2007
ROADTRIP	9	86945724 18-MAR-2016	
	9	86101673 25-OCT-2013	4537769 27-MAY-2014
SEPARATES	9	86013796 18-JUL-2013	4545154 03-JUN-2014
SKYVIEW	9, 12	86103848 29-OCT-2013	4623644 21-OCT-2014
SLEEP SPORT	9	86281437 14-MAY-2014	4626567 21-OCT-2014
SMARTSCAN	9	77222138 05-JUL-2007	3613108 28-APR-2009
SPORTCUFF	9	86255582 17-APR-2014	4594779 26-AUG-2014
STUDIOCONNECT	9	85739430 26-SEP-2012	4409919 01-OCT-2013
	9	86414550 03-OCT-2014	4774338 14-JUL-2015
	9	86414585 03-OCT-2014	4774341 14-JUL-2015

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
	9	86414562 03-OCT-2014	4774339 14-JUL-2015
	9	86414571 03-OCT-2014	4774340 14-JUL-2015
SURVIVOR	9	86299351 03-JUN-2014	
SURVIVOR	9	86942470 16-MAR-2016	
SURVIVOR	9	85749527 09-OCT-2012	4405866 24-SEP-2013
	9	86605070 21-APR-2015	5013916 2-AUG-2016
SURVIVOR ADVENTURE	9	86698647 20-JUL-2015	4990253 28-JUN-2016
SURVIVOR ALL-TERRAIN	9	86305822 10-JUN-2014	4783208 28-JUL-2015
SURVIVOR CORE	9	86304552 09-JUN-2014	4783203 28-JUL-2015
SURVIVOR CROSSGRIP	9	86304508 09-JUN-2014	4765829 30-JUN-2015
SURVIVOR JOURNEY	9	86698665 20-JUL-2015	4979849 14-JUN-2016
SURVIVOR SLIM	9	86592381 09-APR-2015	4822209 29-SEP-2015
SURVIVOR SUMMIT	9	86633662 18-MAY-2015	4979614 14-JUN-2016
SURVIVOR TACTICAL	9	86730108 19-AUG-2015	
TRAINER	9	86255574 17-APR-2014	4697457 03-MAR-2015
TUNEBUDS	9	76658117 10-APR-2006	3478515 05-AUG-2008
TUNEFLEX	9	76654440 02-FEB-2006	3155942 17-OCT-2006

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
UPTOWN BAND	9	86702871 23-JUL-2015	
WAVEGRIP	9	86278908 12-MAY-2014	4762104 23-JUN-2015
WOODTONES	9	85680593 18-JUL-2012	4448639 10-DEC-2013
WOOGIE	9	85750510 10-OCT-2012	4405867 24-SEP-2013