

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432017

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in IP		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UniCredit Bank AG, London Branch, as Second Lien Security Agent		06/20/2017	Bank: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	D&B Audiotechnik GmbH		
Street Address:	Eugen-Adolff-Str. 134		
City:	Backnang		
State/Country:	GERMANY		
Postal Code:	71522		
Entity Type:	Company: GERMANY		
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:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	694371		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	06/21/2017		
Total Attachments: 5			

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**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Release") is made as of June 20, 2017, by UniCredit Bank AG, London Branch, in its capacity as second lien security agent pursuant to the Second Lien Security Agreement (as defined below) (in such capacity, and together with any permitted successors in such capacity, the "Security Agent"), in favor of D&B Audiotechnik GmbH, a company incorporated under the laws of Germany (the "Pledgor").

WITNESSETH:

WHEREAS, the Pledgor is party to that certain Second Lien Security Agreement dated as of July 1, 2016 (as amended, restated, amended and restated, supplemented, modified, renewed or extended from time to time, the "Second Lien Security Agreement") in favor of the Security Agent, pursuant to which the Pledgor was required to execute and deliver the Trademark Security Agreement (as defined below);

WHEREAS, pursuant to such Second Lien Security Agreement, the Pledgor entered into that certain Intellectual Property Second Lien Security Agreement Supplement, dated as of July 1, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), whereby the Pledgor pledged and granted to the Security Agent, for the benefit of the Secured Parties, a second lien on and security interest in and to all of its rights, title and interest in, to and under all of the Pledged Collateral of the Pledgor, which includes (i) all Trademarks of the Pledgor, including, but not limited to, the Trademarks listed on Schedule A, attached hereto, (ii) all goodwill associated with such Trademarks, and (iii) all Proceeds of any and all of the foregoing (other than Excluded Property) (collectively, the "Trademark Collateral");

WHEREAS, in accordance with the provisions of the Trademark Security Agreement, the Security Agent acknowledges full performance of the obligations thereunder and accordingly has agreed to release the grant of its second lien on and security interest in and to all of the right, title, and interest of the Pledgor in the Trademark Collateral, and to re-convey any and all rights in the Trademark Collateral to the Pledgor.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Security Agent hereby agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Second Lien Security Agreement or the Trademark Security Agreement.

SECTION 2. Release of the Grant of Security Interest in Trademark Collateral. As at the date hereof, the Security Agent hereby releases, relinquishes and discharges, with respect to the Pledgor, all of its second lien on and security interest in and to all of such Pledgor's right, title, and interest in, to and under the Trademark Collateral, and re-assigns to the Pledgor any and all right, title or interest it may have in such Trademark Collateral.

SECTION 3. Counterparts. This Release may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Release by signing and delivering one or more counterparts. Delivery of an executed signature page to this Release by facsimile transmission or electronic transmission (including Adobe pdf file) shall be as effective as delivery of a manually signed counterpart of this Release.

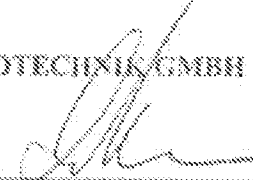
THIS RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATION WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

[Signature page follows]

Accepted and Agreed:

D&B AUDIOTECHNIK GMBH

By:


Name: FARUK
Title: Managing Director


STROHMEIER
MANAGING DIRECTOR

[SIGNATURE PAGE TO RELEASE OF
SECURITY INTEREST IN TRADEMARK COLLATERAL]

4850-8725-9466

TRADEMARK
REEL: 006088 FRAME: 0700

SCHEDULE A

Trademark Registrations

Trademark	Type of registration	Class	Trademark status	Registration Number
D&B AUDIOTECHNIK	national	9	registered	2418552
d&b audioteknik & Logo	national	9	registered	2646518
d&b-Logo	national	9	registered	2443008
dbaudio	national	9	registered	2622650