

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435531

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Audio Research Corporation		07/17/2017	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Collateral Agent		
Street Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	Bank: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2965136	AUDIO RESEARCH	
Registration Number:	1959958	AUDIO RESEARCH	
Registration Number:	1004442	AUDIO RESEARCH	
Registration Number:	1513373	HIGH DEFINITION	
Registration Number:	1098429	HIGH DEFINITION	
Registration Number:	1906337	THERE IS ONLY ONE REFERENCE	
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:	730604-25		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	07/18/2017		

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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

(Trademarks, Trademark Registrations,
Trademark Applications and Trademark Licenses)

WHEREAS, Audio Research Corporation, a Minnesota corporation (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, the Grantor and Wilmington Trust, National Association, as administrative agent, among others, are parties to a Term Loan Agreement, dated as of July 17, 2017 (as amended and/or supplemented from time to time, the "Term Loan Agreement"); and

WHEREAS, pursuant to a Pledge and Security Agreement, dated as of July 17, 2017 (as amended and/or supplemented from time to time, the "Agreement") entered into between, among others, the Grantor and Wilmington Trust, National Association, as collateral agent (the "Collateral Agent", which expression shall include its successors, assigns and transferees), the Grantor has secured the Secured Obligations (as defined in the Agreement) by granting to the Collateral Agent as security agent for the Lender Parties (as defined in the Term Loan 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 Trademark 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 Collateral 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 "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the 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 Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule I hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all products and Proceeds of all or any of the Collateral described above in whatever form.

The Grantor irrevocably constitutes and appoints the Collateral 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 Collateral Agent's name, from time to time, in the Collateral Agent's discretion, so long as any Event of Default (as defined in the Term Loan Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement Supplement

and to accomplish the purposes hereof. Except to the extent expressly permitted in the Agreement or the Term Loan 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 Trademark Collateral.

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

This Trademark 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 Trademark 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 Section 10.02 of the Term Loan 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.

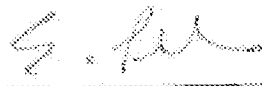
This Trademark Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

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

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

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 17th day of July, 2017.

AUDIO RESEARCH CORPORATION,
as Grantor

By: 
Name: Giovanni Palacardo
Title: Treasurer

Acknowledged:

WILMINGTON TRUST , NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name:
Title:

**SCHEDULE 1
TRADEMARK REGISTRATIONS**

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Audio Research	2,965,136	07/05/2005 (renewed 02/18/2015)
Audio Research	1,959,958	03/05/1996 (renewed 05/12/2016)
Audio Research	1,004,442	02/11/1975 (renewed 02/17/2015)
High Definition	1,513,373	11/22/1988 (renewed 07/18/2008)
High Definition	1,098,429	08/01/1978 (renewed 08/19/2008)
There is Only One Reference	1,906,337	07/18/1995 (renewed 07/22/2015)

TRADEMARK APPLICATIONS

None