

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM435625

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sound Seal, Inc.		07/11/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Webster Bank, National Association		
<b>Street Address:</b>	281 Tresser Boulevard		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	a national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1101496	NOISEMASTER	
<b>Registration Number:</b>	3000230	NOISEMASTER	
<b>Registration Number:</b>	0824742	SOUNDBLOX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8602758299		
<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>			
<b>Phone:</b>	8602758285		
<b>Email:</b>	jscheib@rc.com		
<b>Correspondent Name:</b>	Jacqueline P. Scheib		
<b>Address Line 1:</b>	280 Trumbull Street		
<b>Address Line 2:</b>	Robinson & Cole LLP		
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06103		
<b>NAME OF SUBMITTER:</b>	Jacqueline P. Scheib		
<b>SIGNATURE:</b>	/Jacqueline P. Scheib/		
<b>DATE SIGNED:</b>	07/19/2017		
<b>Total Attachments: 19</b>			
source=2nd AR IP Security Agmt - Sound Seal#page1.tif			
source=2nd AR IP Security Agmt - Sound Seal#page2.tif			
source=2nd AR IP Security Agmt - Sound Seal#page3.tif			

OP \$90.00 1101496

source=2nd AR IP Security Agmt - Sound Seal#page4.tif  
source=2nd AR IP Security Agmt - Sound Seal#page5.tif  
source=2nd AR IP Security Agmt - Sound Seal#page6.tif  
source=2nd AR IP Security Agmt - Sound Seal#page7.tif  
source=2nd AR IP Security Agmt - Sound Seal#page8.tif  
source=2nd AR IP Security Agmt - Sound Seal#page9.tif  
source=2nd AR IP Security Agmt - Sound Seal#page10.tif  
source=2nd AR IP Security Agmt - Sound Seal#page11.tif  
source=2nd AR IP Security Agmt - Sound Seal#page12.tif  
source=2nd AR IP Security Agmt - Sound Seal#page13.tif  
source=2nd AR IP Security Agmt - Sound Seal#page14.tif  
source=2nd AR IP Security Agmt - Sound Seal#page15.tif  
source=2nd AR IP Security Agmt - Sound Seal#page16.tif  
source=2nd AR IP Security Agmt - Sound Seal#page17.tif  
source=2nd AR IP Security Agmt - Sound Seal#page18.tif  
source=2nd AR IP Security Agmt - Sound Seal#page19.tif

**SECOND AMENDED AND RESTATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as the same may be amended, restated, supplemented or otherwise modified from time to time, this "IP Amendment") is made as of July 11, 2017 between **SOUND SEAL, INC.**, a Delaware corporation ("Borrower"), and **WEBSTER BANK, NATIONAL ASSOCIATION**, a national banking association ("Lender").

**WHEREAS**, on January 10, 2014, Borrower, Lender and others entered into that certain LSA (as amended from time to time, including but not limited to that certain Master Reaffirmation and Amendment No. 5 To Loan Documents dated as of July 11, 2017 (the "Reaffirmation Amendment"));

**WHEREAS**, under the terms of the LSA, the Reaffirmation Amendment, and the Existing IP Amendment, Borrower has granted to Lender, for the benefit of itself and the other Secured Parties, a security interest in, among other property, certain intellectual property of Borrower and, in connection therewith, Borrower and Lender have previously executed and delivered the following:

1. A Trademark Security Agreement which was recorded with the U.S. Patent and Trademark Office on January 10, 2014 at Reel/Frame 5191/0582 (as amended by certain Amendment No. 1 to the Trademark Security Agreement dated as of October 31, 2014, which was recorded with the U.S. Patent and Trademark Office at Reel/Frame 5401/0262), which was amended and restated in its entirety by the Existing IP Amendment referred to below; and
2. An Amended and Restated Intellectual Property Security Agreement which was recorded with the U.S. Patent and Trademark Office on December 23, 2015 at Reels/Frames 5716/0379, 5719/0144 and 037593/0155 and with the Register of Copyrights at Volume/Doc. No. 9927/495 (as amended from time to time, the "Existing IP Amendment").

**WHEREAS**, Borrower and Lender desire to amend and restate the Existing IP Amendment in substantially the form hereof, to include additional intellectual property acquired by Borrower after December 23, 2015, which shall amend and restate in its entirety the Existing IP Amendment and shall be supplemental to the provisions contained in the LSA and the Reaffirmation Amendment.

**NOW, THEREFORE**, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby amend and restate the Existing IP Amendment to read as follows:

**SECTION 1. Definitions; Interpretation.**

(a) Terms Defined in LSA. All capitalized terms used in this IP Amendment and not otherwise defined herein shall have the meanings assigned to them in the LSA or the Reaffirmation Agreement, as applicable.

(b) Certain Defined Terms. As used in this IP Amendment, the following terms shall have the following meanings:

“Collateral” has the meaning set forth in Section 2.

“Commercial Tort Claims” shall have the meaning provided in the UCC.

“LSA” means that certain Loan and Security Agreement, dated as of January 10, 2014, by and among Borrower, Sound Seal Holdings, Inc., a Delaware corporation (“Parent”), the Subsidiary Guarantors from time to time party thereto and the Lender, as amended, restated, supplemented or otherwise modified from time to time.

“PTO” means the United States Patent and Trademark Office.

“UCC” means the Uniform Commercial Code as in effect in the State of Connecticut.

(c) Terms Defined in UCC. Where applicable in the context of this IP Amendment and except as otherwise defined herein, terms used in this IP Amendment shall have the meanings assigned to them in the UCC.

(d) Construction. In this IP Amendment, the following rules of construction and interpretation shall be applicable: (i) no reference to “proceeds” in this IP Amendment authorizes any sale, transfer, or other disposition of any Collateral by Borrower; (ii) “includes” and “including” are not limiting; (iii) “or” is not exclusive; and (iv) “all” includes “any” and “any” includes “all.” To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the LSA shall also be applicable to this IP Amendment and are incorporated herein by this reference.

**SECTION 2. Security Interest.**

(a) Grant of Security Interest. In furtherance and as confirmation of the security interest granted by the Borrower to the Lender under the LSA and the Reaffirmation Amendment, and as further security for the payment or performance in full of the Obligations, the Borrower hereby ratifies such security interest and grants to the Lender, for the benefit of the Secured Parties, a continuing security interest in all of Borrower’s right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Borrower now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the “Collateral”):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks,

service marks and trade names (including such marks, names and applications as described in **Schedule A**, but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), whether registered or unregistered and wherever registered, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) all patents and patent applications, domestic or foreign (including such patents and patent applications as described in **Schedule B**), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all provisionals, reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(iii) all copyrights and copyright registrations (including such copyrights and copyright applications as described in **Schedule C**), whether registered or unregistered and wherever registered, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iv) all domain name registrations together with all goodwill of the business connected with or symbolized by the domain names ("Domain Names") set forth in **Schedule D** hereto, including but not limited to all derivatives or variations, whether authorized or unauthorized;

(v) the social media ("Social Media") set forth in **Schedule E** hereto, together with all goodwill of the business connected with or symbolized by the Social Media;

(vi) the entire goodwill of or associated with the businesses now or hereafter conducted by Borrower connected with and symbolized by any of the aforementioned properties and assets;

(vii) all general intangibles and all intellectual or other intangible property of Borrower of any kind or nature, associated with or arising out of any of the aforementioned Collateral and not otherwise described above; and

(viii) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

Notwithstanding the foregoing, in no event shall the Collateral include any application for registration of a trademark filed with the PTO on an intent-to-use basis until such time (if any) as a Statement of Use or Amendment to Allege Use is filed, at which time such trademark shall automatically become part of the Collateral and subject to the security interest pledged.

(b) Continuing Security Interest. Borrower agrees that this IP Amendment shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

### **SECTION 3. Supplement to LSA and Reaffirmation Amendment.**

This IP Amendment has been entered into in conjunction with the security interests granted to the Lender for the benefit of the Secured Parties under the LSA, the Reaffirmation Amendment, or other security documents referred to therein. The rights and remedies of the Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the LSA, the Reaffirmation Amendment, or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

### **SECTION 4. Representations and Warranties.**

Borrower represents and warrants to the Lender that a true and correct list of all of the existing Collateral consisting of U.S. and foreign common law marks and logos, trademark registrations, trademark applications, patents, patent applications, copyrights (whether unregistered or registered), domain registrations and Social Media owned by Borrower, in whole or in part, is set forth in **Schedule A**, **Schedule B**, **Schedule C**, **Schedule D** and **Schedule E** attached hereto and made a part hereof.

### **SECTION 5. Further Acts.**

On a continuing basis, Borrower shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary and reasonably requested by the Lender to carry out the intent and purposes of this IP Amendment, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Borrower's compliance with this IP Amendment or to enable the Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO, the Register of Copyrights, or any applicable state office. The Lender may record this IP Amendment, an abstract thereof, or any other document describing the Lender's interest in the Collateral with the PTO or the Register of Copyrights, at the sole cost and expense of Borrower. In addition, Borrower authorizes the Lender to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Lender. To the extent required by Section 7.3(a) of the LSA, if Borrower shall at any time hold or acquire a Commercial Tort Claim arising with respect to the Collateral, Borrower shall promptly notify the Lender in a writing signed by Borrower of the brief details thereof and grant to the Lender, for the benefit of the Secured Parties, in such writing a security interest therein and in the proceeds

thereof, all upon the terms of this IP Amendment, with such writing to be in form and substance reasonably satisfactory to the Lender.

**SECTION 6. Authorization to Supplement.**

If Borrower shall obtain rights to any new trademarks, patents, copyrights, domain registrations or Social Media, the provisions of this IP Amendment shall automatically apply thereto. Borrower shall give prompt notice in writing to the Lender with respect to any such new trademarks or renewal or extension of any trademark registration, new patent applications or renewal or extension of any patent application, new copyright applications or renewal or extension of any copyright registration, Domain Names or renewals or extension of any Domain Names, or any new Social Media. Without limiting Borrower's obligations under this Section 6, Borrower authorizes the Lender unilaterally to modify this IP Amendment by amending **Schedule A**, **Schedule B**, **Schedule C**, **Schedule D** or **Schedule E** to include any such new rights. Notwithstanding the foregoing, no failure to so modify this IP Amendment or amend **Schedule A**, **Schedule B**, **Schedule C**, **Schedule D** or **Schedule E** shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on **Schedule A**, **Schedule B**, **Schedule C**, **Schedule D** or **Schedule E**.

**SECTION 7. Binding Effect.**

This IP Amendment shall be binding upon, inure to the benefit of and be enforceable by Borrower, the Lender and their respective successors and assigns in accordance with its terms except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally. Borrower may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder, except as specifically permitted by the Loan Documents.

**SECTION 8. Governing Law.**

This IP Amendment shall be governed by the laws of the State of Connecticut, without giving effect to any conflict of laws principles (but giving effect to federal laws relating to national banks), except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Connecticut.

**SECTION 9. Entire Agreement; Amendment.**

This IP Amendment, the LSA, and the Reaffirmation Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this IP Amendment nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the LSA or the Reaffirmation Agreement. Notwithstanding the foregoing, the Lender unilaterally may re-execute this IP Amendment or modify, amend or supplement the Schedule hereto as provided in Section 6 hereof. In the event of any direct conflict between the express terms and provisions of this IP Amendment, the LSA and the Reaffirmation Agreement, the terms and provisions of the LSA shall control.

**SECTION 10. Counterparts.**

This IP Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this IP Amendment by facsimile or other electronic method of transmission shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this IP Amendment by facsimile or other electronic method of transmission shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect hereof.

**SECTION 11. Termination.**

Upon Full Payment of all Obligations and the termination of the Revolver Commitment, the security interests created by this IP Amendment shall terminate and the Lender (at Borrower's expense) shall promptly execute and deliver to Borrower such documents and instruments reasonably requested by Borrower as shall be necessary to evidence termination of all such security interests given by Borrower to the Lender hereunder, including cancellation of this IP Amendment by written notice from the Lender to the PTO or the Register of Copyrights.

**SECTION 12. No Inconsistent Requirements.**

Borrower acknowledges that this IP Amendment and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Borrower agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

**SECTION 13. Severability.**

If one or more provisions contained in this IP Amendment shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party or any other provisions of this IP Amendment.

**SECTION 14. Notices.**

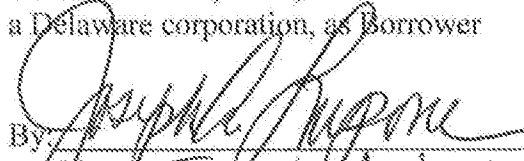
All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the LSA.

**THE NEXT PAGE IS THE SIGNATURE PAGE**



IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amended and Restated Intellectual Property Security Agreement as of the date first above written.

SOUND SEAL, INC.,  
a Delaware corporation, as Borrower

By:   
Name: Joseph A. Lupone  
Title: CEO

WEBSTER BANK, NATIONAL ASSOCIATION,  
as the Lender

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amended and Restated Intellectual Property Security Agreement as of the date first above written.

**SOUND SEAL, INC.,**  
a Delaware corporation, as Borrower

By: \_\_\_\_\_  
Name:  
Title:

**WEBSTER BANK, NATIONAL ASSOCIATION,**  
as the Lender



By:  \_\_\_\_\_  
Name: Christopher P. Miller  
Title: Senior Vice President



**Schedule A**

to

Second Amended and Restated Intellectual Property Security Agreement

Registered Trademarks of Borrower – U.S.

<b>Mark</b>	<b>Appl. No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
CERAMA CORE TILE BACKER BOARD and Design 	77-737846 May 15, 2009	3,851,049 September 21, 2010
CERAZORB	78-577515 March 1, 2005	3,065,773 March 7, 2006
IMPACTA	76-586772 April 5, 2004	3,121,217 July 25, 2006
MULTI-FAMILY SILENCE BY SOUND SEAL	77-323622 November 7, 2007	3,664,346 August 4, 2009
S SOUND SEAL and Design 	75-686293 April 19, 1999	2,340,930 April 11, 2000
SOUND QUALITY	76-419069 June 10, 2002	2,830,594 April 6, 2004
WOODTRENDS	76-237449 April 10, 2001	2,786,997 November 25, 2003
PROCURVE	86-214203 March 7, 2014	4,651,901 December 9, 2014
PROBASE	86-214194 March 7, 2014	4,651,900 December 9, 2014
SOUND SEAL	86-270040 May 2, 2014	4,706,941 March 24, 2015
VC300	86-214224 March 7, 2014	4,651,902 December 9, 2014
WOODGRILL	86-214238 March 7, 2014	4,611,590 September 23, 2014
INC	78-562451 February 8, 2005	3,128,902 August 15, 2006
INC	72-457315 May 14, 1973	1,011,795 May 27, 1975 Renewed: May 27, 2005

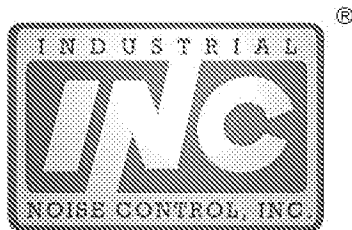
Mark	Appl. No. Filing Date	Reg. No. Reg. Date
SOBRA-GLAS	73-112141 January 12, 1977	1,072,666 September 6, 1977 Renewed: September 6, 2007
ALUMALAG	86-680378 July 1, 2015	
WOODGRILLE	86-614612 April 29, 2015	
IAC THE STANDARD OF SILENCE and Design 	77-264465 December 27, 1966	845,481 March 5, 1968
QUIET-VENT	72-049276 April 18, 1958	687,050 October 27, 1959
POWER-FLOW	72-266158 March 7, 1967	846,676 March 26, 1968
QUIET-FLOW	72-266156 March 7, 1967	848,655 May 7, 1968
QUIET-DUCT (Stylized) 	72-026945 March 26, 1957	661,537 May 13, 1958
NOISE-LOCK	72-274208 January 19, 1967	850,880 June 18, 1968
CONIC-FLOW (Stylized) <i>Conic Flow</i>	72-138018 February 15, 1962	743,440 January 1, 1963
MICRODYNE	74-325616 October 26, 1992	1,780,289 July 6, 1993
METADYNE	74-285684 June 16, 1992	1,811,540 December 14, 1993
TRACKWALL	72-460054 June 13, 1973	988,234 July 16, 1974

<sup>1</sup> Registered Trademarks acquired in the Proudfoot Acquisition (U.S. and Canada):

Country	Mark	Appl. No. Filing Date	Reg. No. Reg. Date
United States	NOISEMASTER	73-161131 March 6, 1978	1,101,496 September 5, 1978
United States	NOISEMASTER	76-603975 July 26, 2004	3,000,230 September 27, 2005
United States	SOUNDBLOX	72-243956 April 21, 1966	824,742 February 28, 1967
Canada	FLOWBLOX	1045477 February 7, 2000	TMA572386 December 16, 2002
Canada	NOISEMASTER	1235953 November 2, 2004	TMA700586 November 9, 2007
Canada	SOUNDBLOX	0302213 January 24, 1967	TMA154208 November 17, 1967
Canada	NOISEMASTER	0640281 September 12, 1989	TMA380405 February 22, 1991

Unregistered Trademarks: Sound Seal, Inc. owns or uses the following trademarks that have not been registered with any Governmental Authority:

1. The trade names “Industrial Noise Control,” “Industrial Acoustics Company,” and “GT Exhaust”
2. The following trademarks:
  - a. BafI-Sorb (for absorptive ceiling baffles)
  - b. Fabri-Sorb (for decorative acoustical panels)
  - c. PanI-Sorb (for metal acoustical panels)
  - d. PanI-Wall (for modular acoustical metal panel systems and outdoor noise barrier systems)
  - e. Flexi-Sorb (for noise control curtain systems)
3. The following logo:



<sup>1</sup> NTD: The assignment to transfer these trademarks from Proudfoot Acquisition to Sound Seal, Inc. will be recorded after closing.

4. Unregistered Common Law Trademarks acquired in IAC Acquisition (in US and Canada):

ACCU-TONE  
ACCU-TONE 2  
ACFI  
ACOUSTI-FLOTE  
ALL-CON QUIETLITE  
APR  
BIGH QUIETFLOW  
CAM LIFT  
CLEAN-FLOW  
CONTINULINE  
D-DUCT  
ENERGY-SAVER  
FIRE-NOISE-LOCK  
GEMINI  
GREEN DUCT SILENCERS  
HARDLINER  
H-JOINER  
LF-SILENCER  
MAXI-BOOTH  
MINI-BOOTH  
MINI-MAX  
252-MINI BOOTH  
254 MINI-BOOTH  
MODULINE  
MPR-MUSIC PRACTICE ROOM  
NOISE-FOIL  
NOISE-LOCK CEILING  
NOISE-LOCK WINDOW  
NOISE-WINDOW WALL  
NOISHIELD  
NOISHIELD BARRIER  
NOISHIELD LOUVER  
NOISHIELD PANEL  
OASIS-ROOM  
PACKLESS SILENCERS  
SENTRY-SECURITY ROOM  
SLIM-SHIELD  
SPASAVER  
STACK INSERT SILENCER  
SUPER-NOISE LOCK  
ULTRA-PALS  
VARITONE  
VISIONWALL  
MAKING THE WORLD A QUIETER PLACE

MODULINE  
IAC 4  
IAC  
IAC-AMERICA  
IAC ACOUSTICS

Logo:



**Schedule B**

to

Second Amended and Restated Intellectual Property Security Agreement

Patents of Borrower – U.S.

<b>Patent No.</b>	<b>Assignee</b>	<b>Filing Date</b>	<b>Issue Date</b>	<b>Title</b>	<b>Status</b>
6,640,926	Industrial Acoustics Company, Inc.	Dec 29, 2000	Nov 4, 2003	ELBOW SILENCER	Expired
5,317,113	Industrial Acoustics Company, Inc.	July 1, 1992	May 19, 1994	ANECHOIC STRUCTURAL ELEMENTS AND CHAMBER	Expired



**Schedule C**

to

Second Amended and Restated Intellectual Property Security Agreement

Copyrights of Borrower – U.S.

<b>Name</b>	<b>Full Title</b>	<b>Copyright No.</b>	<b>Date</b>
Industrial Acoustics Company	Duct silencers: guidelines for locating silencers relative to other system components: bull. 1.0301.3.	TX0000749167	1981
Industrial Acoustics Company	IAC vertical horizontal inclined Quiet-Flow air handling units: custom designed to meet your specifications: bull. 1.0003.0.	TX0000658845	1981
Industrial Acoustics Company, Inc.	All purpose instant room.	RE0000527362	1963
Industrial Acoustics Company, Inc.	"Clean-flow" quiet duct silencer for hospital and clean room applications: bull. 1.0301.2: SDS 20.1.	TX0000553956	1975
Industrial Acoustics Company, Inc.	Conic-flow.	RE0000329930	1959
Industrial Acoustics Company, Inc.	Conic-Flow silencers with forward and reverse flow ratings, types Cs/Cl: bull. 1.0301.2: SDS 5.1.	TX0000553955	1977
Industrial Acoustics Company, Inc.	Duct silencers featuring reverse and forward flow aeroacoustic ratings: bull. 1.0301.2, application manual.	TX0000553958	1973
Industrial Acoustics Company, Inc.	Duct silencers: noise control for air handling systems featuring new aero-acoustic ratings: bull. 1.0301.0, section 3.	TX0000767427	1966
Industrial Acoustics Company, Inc.	For fan, speech, or neighborhood noise control, specify I A C, the standard of silence: bull. 1.0001.2.	TX0000306023	1976
Industrial Acoustics Company, Inc.	For fan, speech, or neighborhood noise control, specify I A C, the standard of silence: bull. no. 1.0001.1.	TX0000306024	1970
Industrial Acoustics Company, Inc.	IAC introduces new rating method for duct silencers: I A C bull. no. 1.0112.0.	TX0000767426	1967
Industrial Acoustics Company, Inc.	Mod-u-size.	RE0000329931	1959
Industrial Acoustics Company, Inc.	Quiet-duct silencers.	RE0000315072	1958

**TRADEMARK**

**REEL: 006108 FRAME: 0516**

<b>Name</b>	<b>Full Title</b>	<b>Copyright No.</b>	<b>Date</b>
Industrial Acoustics Company, Inc.	Quiet-Duct silencers with forward and reverse flow ratings, type L: bull. 1.0301.2: SDS 4.2.	TX0000553957	1977
Industrial Acoustics Company, Inc.	Quiet-Duct silencers with forward and reverse flow ratings, type Ml: bull. 1.0301.2: SDS 3.2.	TX0000553954	1977
Industrial Acoustics Company, Inc.	Quiet-Duct silencers with forward and reverse flow ratings, type Ms : bull. 1.0301.3: SDS 2.3.	TX0000553953	1977
Industrial Acoustics Company, Inc.	Quiet-Duct silencers with forward and reverse flow ratings, type S : bull. 1.0301.2: SDS 1.2.	TX0000553952	1977

Unregistered copyright to the content on Seller's website at [www.industrialnoisecontrol.com](http://www.industrialnoisecontrol.com).

**Schedule D**

to

Second Amended and Restated Intellectual Property Security Agreement

Sound Seal, Inc. has rights to use the following domain names:

	<b>Domain Name</b>	<b>Expires</b>
1.	100DBA.com	9/18/2015
2.	ATVDYNOROOMS.BIZ	2/11/2015
3.	ATVDYNOROOMS.COM	4/19/2015
4.	ATVDYNOROOMS.INFO	2/12/2015
5.	ATVDYNOROOMS.NET	2/12/2015
6.	ATVDYNOROOMS.ORG	1/2/2015
7.	DYNO-CELL.BIZ	4/12/2015
8.	DYNO-CELL.COM	4/19/2015
9.	DYNO-CELL.INFO	4/13/2015
10.	DYNO-CELL.ORG	4/13/2015
11.	DYNO-CELLS.COM	4/19/2015
12.	DYNO-ROOMS.COM	4/19/2015
13.	DYNOCELL.NET	4/19/2015
14.	DYNOCELLS.COM	4/19/2015
15.	DYNOCELLS.NET	4/19/2015
16.	DYNOPOWERCELL.COM	4/19/2015
17.	DYNOPOWERROOM.COM	4/19/2015
18.	DYNOROOMS.COM	2/4/2015
19.	DYNOROOMS.INFO	11/4/2015
20.	DYNOROOMS.NET	11/4/2015
21.	DYNOROOMS.ORG	11/4/2015
22.	DYNORUNCELLS.COM	4/19/2015
23.	DYNORUNROOMS.COM	4/19/2015
24.	DYNOTESTCELL.COM	4/19/2015
25.	DYNOTESTCELL.NET	4/19/2015
26.	DYNOTESTROOMS.BIZ	4/18/2015
27.	DYNOTESTROOMS.COM	4/19/2015
28.	DYNOTESTROOMS.INFO	4/19/2015
29.	DYNOTESTROOMS.NET	4/19/2015
30.	DYNOTESTROOMS.ORG	4/19/2015
31.	ENGINEDYNOCELLS.COM	4/19/2015
32.	ENGINEDYNOROOMS.COM	4/19/2015
33.	HORSEPOWERCELL.COM	4/19/2015
34.	INC-ACOUSTICS.COM	4/19/2015
35.	INC-NOISE.COM	4/19/2015
36.	INC-TESTCELLS.COM	4/19/2015
37.	INCACOUSTICS.COM	4/19/2015
38.	INCDYNOROOM.COM	4/19/2015

	<b>Domain Name</b>	<b>Expires</b>
39.	INCDYNOTESCELLS.COM	4/19/2015
40.	INCNOISE.COM	4/19/2015
41.	INCTESTCELLS.COM	4/19/2015
42.	INDUSTRIALNOISECONTROL.COM	5/11/2016
43.	LOWDBA.COM	9/18/2015
44.	NOISE-CURTAIN.COM	9/18/2015
45.	NOISE-DEPOT.COM	4/19/2015
46.	NOISE-ENCLOSURE.COM	9/18/2015
47.	NOISECATALOG.COM	4/19/2015
48.	NOISECONTROLDEPOT.COM	4/19/2015
49.	NOISEDEPOT.COM	4/19/2015
50.	NOISEDEPOT.NET	4/19/2015
51.	NOIZE-MART.COM	4/19/2015
52.	NOIZECATALOG.COM	4/19/2015
53.	NOIZEMART.COM	4/19/2015
54.	OUTDOORSOUNDBARRIERS.COM	9/18/2015
55.	OUTDOORSOUNDWALLS.COM	9/18/2015
56.	SOUND-CURTAIN.COM	9/18/2015
57.	SOUND-ENCLOSURE.COM	9/18/2015
58.	SOUNDBATEMENT.COM	9/18/2015
59.	TEST-CELL.COM	4/19/2015
60.	TEST-ROOMS.COM	4/19/2015
61.	IACAMERICA.COM	
62.	IAC-ACOUSTICS.COM	
63.	INDUSTRIAL-ACOUSTICS.COM	
64.	IACACOUSTICS.COM	
65.	INDUSTRIALACOUSTICS.COM	
67.	SOUNDBLOX.COM	2/27/2018
68.	NOISEMASTER.COM	3/1/2018

**Schedule E**

to

Second Amended and Restated Intellectual Property Security Agreement

Social Media Pages of Borrower

**Facebook** <https://www.facebook.com/jacacoustics/>