

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM442758

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
U.S. Bank National Association, as Administrative Agent		09/07/2017	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Baltic Latvian Universal Electronics, LLC		
<b>Street Address:</b>	5706 Corsa Avenue, Suite 102		
<b>City:</b>	Westlake Village		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91362		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85963003	NESSIE	
<b>Registration Number:</b>	4334945	BLUE SPARK	
<b>Registration Number:</b>	4338793	BLUE SPARK DIGITAL	
<b>Registration Number:</b>	4334561	BLUE TIKI	
<b>Registration Number:</b>	4046213	REACTOR	
<b>Registration Number:</b>	3820962	BLUE MICROPHONES	
<b>Registration Number:</b>	3744469	SNOWBALL	
<b>Registration Number:</b>	3744470	SNOWFLAKE	
<b>Registration Number:</b>	3744471	BLUE	
<b>Registration Number:</b>	3737880	ICICLE	
<b>Registration Number:</b>	3772672	MIKEY	
<b>Registration Number:</b>	3807377	POWERSTREAM	
<b>Registration Number:</b>	3329984	WOODPECKER	
<b>Registration Number:</b>	3329919	8 BALL	
<b>Registration Number:</b>	3051413	ROBBIE THE MIC PRE	
<b>Registration Number:</b>	2888480	BABY BOTTLE	
<b>Registration Number:</b>	2959024	DRAGONFLY	
<b>Registration Number:</b>	2885841	MOUSE	

CH \$640.00 85963003

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2883775	CACTUS
Registration Number:	2883776	BOTTLE
Registration Number:	2816854	CRANBERRY
Registration Number:	2816852	BLUEBERRY
Registration Number:	2816853	KIWI
Registration Number:	2770612	BLUE
Registration Number:	1846545	SUMMIT AUDIO INC.

#### CORRESPONDENCE DATA

**Fax Number:** 4045725100

*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:** 404-572-3431

**Email:** cfraser@kslaw.com

**Correspondent Name:** Carol Fraser, Paralegal

**Address Line 1:** 1180 Peachtree Street

**Address Line 2:** King & Spalding, LLP

**Address Line 4:** Atlanta, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	TreeLine/Blue22036.015010
<b>NAME OF SUBMITTER:</b>	Carol Fraser
<b>SIGNATURE:</b>	//Carol Fraser//
<b>DATE SIGNED:</b>	09/12/2017

#### Total Attachments: 5

source=USB trademark release#page1.tif

source=USB trademark release#page2.tif

source=USB trademark release#page3.tif

source=USB trademark release#page4.tif

source=USB trademark release#page5.tif

## RELEASE OF CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made effective as of September 7, 2017, by U.S. Bank National Association, a national banking association (the "Secured Party") for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below) in favor of Baltic Latvian Universal Electronics, LLC, a California limited liability company (the "Company").

WHEREAS, the Company, the lenders party thereto (the "Lenders"), and the Secured Party, as one of the Lenders, swing line lender, administrative agent for the Lenders, and letter of credit issuer (in such capacity, the "Agent"), are all parties to a Credit Agreement dated as of July 12, 2013, as amended by that certain Waiver and First Amendment to Credit Agreement dated as of August 28, 2015, that certain Waiver and Second Amendment to Credit Agreement dated as of September 30, 2016, and that certain Third Amendment to Credit Agreement dated as of March 30, 2017 (as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders agreed to extend to the Company certain credit accommodations;

WHEREAS, the Company has granted security interests to the Secured Party under the Pledge and Security Agreement and Irrevocable Proxy dated as of July 12, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Company executed and delivered a Confirmatory Grant of Security Interest in Trademarks dated as of July 12, 2013 (the "Confirmatory Grant") granting the Secured Party, among other collateral as set forth therein, a security interest in and lien on the trademarks identified on Exhibit A hereto (the "Trademark Collateral");

WHEREAS, the Confirmatory Grant was recorded with the United States Patent and Trademark Office against the Trademark Collateral on July 17, 2013 at Reel number 5072 and Frame number 0686; and

WHEREAS, the Company has satisfied all of the Obligations under the Credit Agreement and the Security Agreement and has requested that the Secured Party terminate and release its security interests in and liens on the Trademark Collateral.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined in this Release shall have the respective meaning given to them in the Credit Agreement, the Security Agreement, or the Confirmatory Grant, as the case may be.


2) Termination and Release of Security Interest. The Secured Party hereby terminates, releases, and discharges its security interest in and liens on the Trademark Collateral,

including, without limitation, the trademarks listed on Exhibit A hereto, and the Secured Party hereby assigns and transfers to the Company, without representation, warranty or recourse, all of the Secured Party's right, title and interest in and to such trademarks, effective as of the date set forth above.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the Secured Party has executed this Release effective as of the date written above.

U.S. BANK NATIONAL ASSOCIATION,  
as Secured Party

By:   
Name: Richard A. Clemmensen  
Title: SVP

# Exhibit A

Mark	App. No. / Filing Date	Reg. No. / Reg. Date
NESSIE	85963003 18-JUN-2013	
BLUE SPARK	85756120 17-OCT-2012	4334945 14-MAY-2013
BLUE SPARK DIGITAL	85756209 17-OCT-2012	4338793 21-MAY-2013
	85732833 19-SEP-2012	4334561 14-MAY-2013
REACTOR	85007721 06-APR-2010	4046213 25-OCT-2011
BLUE MICROPHONES	77869670 10-NOV-2009	3820962 20-JUL-2010
SNOWBALL	77769333 26-JUN-2009	3744469 02-FEB-2010
SNOWFLAKE	77769338 26-JUN-2009	3744470 02-FEB-2010
	77769343 26-JUN-2009	3744471 02-FEB-2010
ICICLE	77581129 29-SEP-2008	3737880 12-JAN-2010
MIKEY	77581137 29-SEP-2008	3772672 06-APR-2010
POWERSTREAM	76662360 29-JUN-2006	3807377 22-JUN-2010
WOODPECKER	76622542 29-NOV-2004	3329984 06-NOV-2007
	76578170 27-FEB-2004	3329919 06-NOV-2007
ROBBIE THE MIC PRE	76578171 27-FEB-2004	3051413 24-JAN-2006

Exhibit A


Mark	App. No. / Filing Date	Reg. No. / Reg. Date
BABY BOTTLE	76509392 25-APR-2003	2888480 28-SEP-2004
DRAGONFLY	76509393 25-APR-2003	2959024 07-JUN-2005
MOUSE	76509394 25-APR-2003	2885841 21-SEP-2004
CACTUS	76509395 25-APR-2003	2883775 14-SEP-2004
BOTTLE	76509396 25-APR-2003	2883776 14-SEP-2004
CRANBERRY	76509399 25-APR-2003	2816854 24-FEB-2004
BLUEBERRY	76509390 25-APR-2003	2816852 24-FEB-2004
KIWI	76509391 25-APR-2003	2816853 24-FEB-2004
BLUE	76072797 19-JUN-2000	2770612 07-OCT-2003
 Summit Audio Inc.	74346406 07-JAN-1993	1846545 26-JUL-1994

Exhibit A