

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455563

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Audio and Video Labs, Inc.		12/21/2017	Corporation: NEW JERSEY
AudioMicro, Inc.		12/21/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Administrative Agent		
Street Address:	222 S. Riverside Plaza		
Internal Address:	30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87420034	HEARNOW	
Serial Number:	87629368	DASHGO	
Registration Number:	4128864	ADREV	
Registration Number:	4118365	IMAGECOLLECT	
Registration Number:	3579145	AUDIOMICRO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3128637141		
Email:	kristen.lange@goldbergekohn.com		
Correspondent Name:	Kristen N. Lange, Paralegal		
Address Line 1:	c/o Goldberg Kohn, Ltd.		
Address Line 2:	55 E Monroe St, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	5591.058		
NAME OF SUBMITTER:	Kristen N. Lange		
SIGNATURE:	/kristenlange/		

OP \$140.00 87420034

DATE SIGNED:

12/21/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 21st day of December, 2017, by Audio and Video Labs, Inc., a New Jersey Corporation ("Existing Grantor"), and AudioMicro, Inc., a Delaware corporation ("AudioMicro", and together with Existing Grantor, collectively, "Grantors" and each, individually, a "Grantor"), in favor of FIFTH THIRD BANK, in its capacity as Administrative Agent for the Lenders (as defined below) party to the Credit Agreement (as defined below) ("Grantee").

W I T N E S S E T H

WHEREAS, Grantee, the financial institutions from time to time party thereto as lenders ("Lenders"), AVL Holding Inc., a Delaware corporation ("Holdings"), and Existing Grantor are parties to that certain Amended and Restated Credit Agreement dated as of May 26, 2016 (as amended by that certain Consent and Amendment No. 1 to Amended and Restated Credit Agreement dated as of even date herewith (the "First Amendment"), and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for extensions of credit to be made to Borrowers (as defined in the Credit Agreement) by Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of December 28, 2012, among Grantors, certain affiliates of Grantors and Grantee (as amended by that certain Joinder, Reaffirmation and Amendment No. 1 to Security Agreement, dated as of even date herewith, and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantors have granted to Grantee, for the benefit of the Lenders, a first-priority, continuing security interest in, and lien on, substantially all of the assets of Grantors, including, without limitation, all right, title, and interest of Grantors in, to and under all now owned and hereafter acquired or arising Trademarks, including, without limitation, the goodwill of the businesses symbolized by Grantors' Trademarks, and all products and proceeds thereof, to secure the payment and performance of all Obligations (as defined in the Credit Agreement) under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Without limiting any terms or conditions set forth in this Agreement, Grantors hereby acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademark

Collateral (as defined below) granted hereby are more fully set forth in the Credit Agreement and the Security Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Grantee, for Grantee's benefit and the benefit of Lenders, and Existing Grantor hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in, and lien on, such Grantor's entire right, title, and interest in, under, and to 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 created, acquired or arising:

(i) each Trademark and application for Trademark set forth on Schedule 1 annexed hereto, together with any reissues, continuations, extensions, or renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present, or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Miscellaneous. **THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (OTHER THAN 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).** Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Whenever in this Agreement reference is made to Grantee, Lenders, or Grantors, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon Grantors and their respective successors and assigns, and shall inure to the benefit of Lenders and their respective successors and assigns. This Agreement is primarily for the purposes of recording in the United States Patent and Trademark Office. To the extent of any conflict between this Agreement and the Security Agreement, the provisions of the Security Agreement shall control.


4. New Trademarks. If, before Grantors' Obligations (other than contingent indemnification obligations for which no claim has been asserted) shall have been satisfied in full or before the Credit Agreement has been terminated pursuant to its terms, Grantors shall (i) become aware of any existing federally registered Trademarks of which Grantors have not previously informed Grantee, or (ii) become entitled to the benefit of any federally registered Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto, and Grantors shall give to

Grantee prompt written notice thereof. Grantors hereby authorize Grantee to modify this Agreement by amending Schedule 1 to include any such Trademarks.


[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

AUDIO AND VIDEO LABS, INC.,
a New Jersey Corporation, as Existing Grantor and a Grantor

By: 
Name: Noel Strauss
Title: Vice President

AUDIOMICRO, INC.,
a Delaware corporation, as a Grantor

By: 
Name: Noel Strauss
Title: Vice President

Agreed and Accepted as of the date first
written above:

FIFTH THIRD BANK,
as Grantee

By: *[Signature]*
Its: Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Trademark	Application/Registration No.	Application/Registration Date
Audio and Video Labs, Inc.	HEARNOW	87420034	04/21/2017
AudioMicro, Inc.	DASHGO	87629368	09/30/2017
AudioMicro, Inc.	ADREV	4128864	04/17/2012
AudioMicro, Inc.	IMAGECOLLECT	4118365	03/27/2012
AudioMicro, Inc.	AUDIOMICRO	3579145	02/24/2009