

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM456844

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Transom Loud Holdings Corp.		10/13/2017	Corporation: DELAWARE
Loud Audio, LLC		10/13/2017	Limited Liability Company: DELAWARE
Loud Holdings, LLC		10/13/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	4114433	A
Registration Number:	2498380	AMPEG
Registration Number:	4688448	ANYA
Registration Number:	3498809	BLACKHEART
Registration Number:	2064453	CONCENTRIC PHASE ALIGNED ARRAY
Registration Number:	1134488	CRATE
Registration Number:	3002576	DSA
Registration Number:	1862288	EAW
Registration Number:	1622417	K. YAIRI
Registration Number:	4873290	MACKIE
Registration Number:	2242780	MACKIE.
Registration Number:	2319713	MACKIE.
Registration Number:	2015046	MACKIE.
Registration Number:	3742088	ONYX
Registration Number:	2176830	PORTAFLEX
Registration Number:	2348946	ROCKETBASS

CH \$615.00 4114433

Property Type	Number	Word Mark
Registration Number:	2245993	
Registration Number:	2276537	
Registration Number:	4699857	
Registration Number:	2017111	
Registration Number:	2090377	
Registration Number:	5196796	SOUND LIKE YOU MEAN IT
Registration Number:	1419056	SVT
Registration Number:	1863529	EAW

CORRESPONDENCE DATA

Fax Number: 2027393001
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: 2027393001
Email: felicia.gordon@morganlewis.com
Correspondent Name: Morgan, Lewis & Bockius LLP
Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	058438.14.0660
NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	01/04/2018

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 13th day of October, 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its permitted successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 13, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among **TRANSOM LOUD HOLDINGS CORP**, a Delaware corporation (“Parent”), **LOUD AUDIO, LLC**, a Delaware limited liability company (Loud Audio), **MARTIN AUDIO LIMITED**, a private limited liability company incorporated in England and Wales (“Martin Audio”, and together with Loud Audio and any other Person that joins the Credit Agreement as a “Borrower” in accordance with the terms thereof, are referred to hereinafter each individually as a “Borrower”, and individually and collectively, jointly and severally, as the “Borrowers”), the lenders party thereto as “Lenders” (such Lenders, together with their respective permitted successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Guarantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of October 13, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns as collateral, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”)

in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this

Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

TRANSOM LOUD HOLDINGS CORP,
a Delaware corporation

By: Ken Firtel
Name: Ken Firtel
Title: Vice President and Secretary

LOUD AUDIO, LLC,
a Delaware limited liability company

By: Ken Firtel
Name: Ken Firtel
Title: Vice President and Secretary

LOUD HOLDINGS, LLC,
a Delaware limited liability company

By: Ken Firtel
Name: Ken Firtel
Title: Vice President and Secretary

[Signature page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

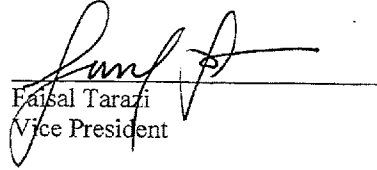
AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By:

Name: Faisal Tarazi

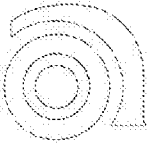


Title: Vice President




A handwritten signature in black ink, appearing to read 'Faisal Tarazi', is written over a horizontal line. The signature is stylized and cursive.



[Signature page to Trademark Security Agreement]



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application No./ Application Date	Registration No./ Registration Date
Loud Audio, LLC	USA	A (Stylized) 	85/368293 07/11/201	4114433 03/20/2012
Loud Audio, LLC	USA	AMPEG	76/168162 11/20/2000	2498380 10/16/2001
Loud Audio, LLC	USA	ANYA	86/331967 07/09/2014	4688448 02/17/2015
Loud Audio, LLC	USA	BLACKHEART and Design 	77/391563 02/07/2008	3498809 09/09/2008
Loud Audio, LLC	USA	Concentric Phase Aligned Array	74/702948 07/18/1995	2064453 05/27/1997
Loud Audio, LLC	USA	CRATE	73/175824 06/23/1978	1134488 05/06/1980
Loud Audio, LLC	USA	DSA	78/222103 03/05/2003	3002576 09/27/2005
Loud Audio, LLC	USA	EAW	74/333116 11/20/1992	1863529 11/22/1994
Loud Audio, LLC	USA	EAW & Design 	74/333115 11/20/1992	1862288 11/15/1994
Loud Audio, LLC	USA	K. YAIRli	74/020763 01/12/1990	1622417 11/13/1990

Loud Audio, LLC	USA	MACKIE	86/584181 04/01/2015	4873290 12/22/2015
Loud Audio, LLC	USA	MACKIE.	75/453587 03/20/1998	2242780 05/04/1999
Loud Audio, LLC	USA	MACKIE.	75/351302 09/03/1997	2319713 02/15/2000
Loud Audio, LLC	USA	MACKIE.	74/688124 06/14/1995	2015046 11/12/1996 To Lapse
Loud Audio, LLC	USA	ONYX	77/754775 06/08/2009	3742088 01/26/2010
Loud Audio, LLC	USA	PORTAFLEX	75/322439 07/10/1997	2176830 07/28/1998
Loud Audio, LLC	USA	ROCKETBASS	75/317283 06/30/1997	2348946 05/09/2000
Loud Audio, LLC	USA	Running Man (Right Side) Design 	75/453588 03/20/1998	2245993 05/18/1999
Loud Audio, LLC	USA	Running Man (Right Side) Design 	75/351392 09/03/1997	2276537 09/07/1999
Loud Audio, LLC	USA	Running Man (Right Side) Design 	86/365312 08/13/2014	4699857 03/10/2015

Loud Audio, LLC	USA	Running Man (Right Side)  Design	74/688125 06/14/1995	2017111 11/19/1996
Loud Audio, LLC	USA	Running Man (Left Side) Design 	74/688103 06/14/1995	2090377 08/26/1997 To Lapse
Loud Audio, LLC	USA	SOUND LIKE YOU MEAN IT	86/913122 02/19/2016	5196796 05/02/2017
Loud Audio, LLC	USA	SVT	73/598293 05/12/1986	1419056 12/02/1986
Loud Audio, LLC	Canada	AMPEG	836,819 02/20/1997	515,973 08/31/1999
Loud Audio, LLC	Canada	AMPEG & A Design 	571,847 10/28/1986	337,551 02/26/1988
Loud Audio, LLC	Canada	ANYA	1,710,236 01/09/2015	948,726 09/08/2016
Loud Audio, LLC	Canada	CRATE	836,817 02/20/1997	491,252 03/11/1998
Loud Audio, LLC	Canada	EAW	1,093,334 02/16/2001	596,001 11/28/2003
Loud Audio, LLC	Canada	EAW & Design 	1,093,333 02/16/2001	596,011 11/28/2003
Loud Audio, LLC	Canada	HUI	870,424 02/26/199	517,468 10/01/1999

Loud Audio, LLC	Canada	MACKIE	799,940 12/14/1995	486,583 12/09/1997
Loud Audio, LLC	Canada	MACKIE	870,718 02/27/1998	541,987 03/07/2001
Loud Audio, LLC	Canada	Running Man (Left Side) Design 	799,941 12/14/1995	512,507 06/03/1999 To Lapse
Loud Audio, LLC	Canada	Running Man (Right Side) Design 	1,716,680 02/24/2015	934,350 04/11/2016
Loud Audio, LLC	Canada	SOUND LIKE YOU MEAN IT	1,796,132 08/16/2016	
Loud Audio, LLC	Canada	TAPCO	1,166,230 01/28/2003	659,021 02/15/2006