

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457341

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Security Interest in Trademark		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		01/09/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	B & W Group Ltd		
Street Address:	Dale Road		
City:	Worthing, West Sussex		
State/Country:	UNITED KINGDOM		
Postal Code:	BN11 2BH		
Entity Type:	Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3113681	CLASSÉ	
Registration Number:	3053256	CLASSE	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	01/09/2018		
Total Attachments: 4			
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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK

THIS PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK (this “Release”), is entered into as of January 9, 2018 by BANK OF AMERICA, N.A., a national banking association with a place of business at MLFC MAIN, 2 King Edward Street, London, EC1A 1HQ United Kingdom, as administrative agent for certain lenders (the “Administrative Agent”), in connection with the release of its security interest in the Pledged Trademarks (as defined below) held by B & W Group Ltd, a company incorporated in England and Wales with company number 00880499, with a place of business at Dale Road, Worthing, West Sussex, BN11 2BH (the “Grantor”), in favor of the Administrative Agent.

WITNESSETH:

WHEREAS, the Grantor had entered into that certain (a) Trademark Collateral Security and Pledge Agreement with the Administrative Agent, dated as of September 1, 2010 (as amended, restated, supplemented or otherwise modified from time to time) (the “2010 Trademark Security Agreement”) which was recorded in the Trademark Division of the United States Patent and Trademark Office on September 27, 2010, at Reel 004284, Frame 0665, (b) Trademark Collateral Security and Pledge Agreement with the Administrative Agent, dated as of September 25, 2014 (as amended, restated, supplemented or otherwise modified from time to time) (the “2014 Trademark Security Agreement”) which was recorded in the Trademark Division of the United States Patent and Trademark Office on September 25, 2014, at Reel 005369, Frame 0061 and (c) Amended and Restated Trademark Collateral Security and Pledge Agreement with the Administrative Agent, dated as of September 29, 2016 (as amended, restated, supplemented or otherwise modified from time to time) (the “2016 Trademark Security Agreement”) which was recorded in the Trademark Division of the United States Patent and Trademark Office on September 30, 2016, at Reel 005889, Frame 0521 for the purpose of providing certain trademarks and trademark applications as collateral security for the payment and performance of certain obligations of the Grantor to the Administrative Agent, including, without limitation, the trademarks and trademark applications set forth on the Annex attached hereto; and

WHEREAS, the Grantor has entered into an Asset Sale Agreement with Sound United LLC, a company incorporated in Delaware, dated January 9, 2018 (the “Asset Sale Agreement”), in which the Grantor has agreed to sell the Assets (as defined in the Asset Sale Agreement), including the trademarks and trademark applications set forth on the Annex attached hereto, and the Grantor has requested that the Administrative Agent release the entirety of its security interest in and lien on the Pledged Trademarks (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

1. Definitions. The term “Pledged Trademarks”, as used herein, shall mean all of the Grantor’s right, title and interest of every kind and nature in:

(a) only the trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, then-existing or thereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office (“USPTO”) or in any similar office or agency of the United States, any State or any other country or any political subdivision thereof, and extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, as set forth on the Annex attached hereto (the “Trademarks”);

(b) any and all claims for damages by way of past, present and future infringement of any of the Trademarks;

(c) all licenses or other rights to use any of the Trademarks, and all license fees and royalties arising from such use; and

(d) all income, proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Release of Security Interest. The Administrative Agent acknowledges the satisfaction and termination of the security interest with respect to the Pledged Trademarks granted under the 2010 Trademark Security Agreement, the 2014 Trademark Security Agreement and the 2016 Trademark Security Agreement and hereby terminates, cancels, releases and discharges all of its security interest in the Pledged Trademarks and hereby assigns, grants and conveys to the Grantor all of said Administrative Agent’s right, title and interest in and to only the Pledged Trademarks as listed on the Annex attached hereto.

3. Recordation. The Administrative Agent hereby authorizes and requests the governing body of the USPTO to record this Partial Release of Security Interest in Trademark.

4. Governing Law. THIS TERMINATION AND RELEASE, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed as of the day and year first above written.

BANK OF AMERICA, N.A., as Administrative Agent

By: Paula Langridge
Name: PAULA LANGRIDGE
Title: S.V.P.

[Signature Page to Trademark Release]

ANNEX

TRADEMARK REGISTRATIONS

Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Status
CLASSEÉ	USA	78404257/ 04/19/2004	3113681/ 07/11/2006	Registered
CLASSE	USA	78404253/ 04/19/2004	3053256/ 01/31/2006	Registered