

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464062

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	THIRD AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INMUSIC BRANDS, INC.		02/28/2018	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	100 Westminster Street
City:	Providence
State/Country:	RHODE ISLAND
Postal Code:	02903
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	5347584	HEADRUSH
Registration Number:	3356943	KIKAXXE
Registration Number:	4495834	M-TRACK
Registration Number:	4495835	M-TRACK PLUS
Registration Number:	4515603	M-TRACK QUAD
Registration Number:	5383184	PARTY STARTER
Registration Number:	1584386	RANE
Registration Number:	4680058	RHYTHM WOLF
Registration Number:	4588408	SYNTHX
Registration Number:	4841363	BLOCK ROCKER
Registration Number:	4841357	TAILGATER
Registration Number:	4864689	MARQ
Registration Number:	4959481	SOUND SHINE
Registration Number:	5203444	RANE
Registration Number:	4187092	HEURISTIC AUDIO LABORATORY (HAL)
Serial Number:	87411965	
Serial Number:	87325159	CHANGE YOUR RIDER
Serial Number:	87144381	GROUP SWEAT
Serial Number:	86609421	KONNECT

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86872304	STAGE LINQ
Serial Number:	87298540	SWEEP FX

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F175777
NAME OF SUBMITTER:	Janet S. Wamsley
SIGNATURE:	/Janet S. Wamsley/
DATE SIGNED:	03/02/2018

Total Attachments: 6

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**THIRD AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS THIRD AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Amendment") is made as of the 23rd day of February, 2018 by and between **INMUSIC BRANDS, INC.**, a Florida corporation with a place of business at 200 Scenic View Drive, Suite 201, Cumberland, Rhode Island 02864 ("inMusic Brands") and **BANK OF AMERICA, N.A.**, a national banking association with an office at 100 Westminster Street, Providence, Rhode Island 02903 (the "Bank"), in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

RECITALS

A. inMusic Brands executed and delivered that certain Intellectual Property Security Agreement dated as of September 28, 2012 (as amended and in effect, the "IP Agreement") in favor of the Bank and recorded with the Trademark Division of the United States Patent and Trademark Office (the "USPTO") on October 18, 2012 at Reel 4883, Frame 0383, and recorded with the Patent Division of the USPTO on October 22, 2012 at Reel 41473, Frame 0989 pursuant to which inMusic Brands pledged, assigned and granted a security interest in favor of the Bank in the Intellectual Property Collateral (as defined therein); and

B. inMusic Brands has acquired additional Intellectual Property Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Intellectual Property Collateral in favor of the Bank.

Accordingly, it is hereby agreed as follows:

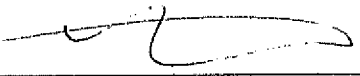
1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. Amendment to IP Agreement.
 - (a) Exhibit B to the IP Agreement is hereby amended by adding thereto the Intellectual Property Collateral set forth on Schedule 1 attached hereto and incorporated herein by reference. The Intellectual Property Collateral set forth on Schedule 1 is in addition and supplemental to the Intellectual Property Collateral listed on Exhibit B of the IP Agreement and does not replace or restate any Intellectual Property Collateral contained therein.
 - (b) Exhibit C to the IP Agreement is hereby amended by adding thereto the Intellectual Property Collateral set forth on Schedule 2 attached hereto and incorporated herein by reference. The Intellectual Property Collateral set forth on Schedule 2 is in addition and supplemental to the Intellectual Property Collateral listed on Exhibit C of the IP Agreement and does not replace or restate any Intellectual Property Collateral contained therein.
3. Miscellaneous:
 - (a) inMusic Brands authorizes and requests that the Commissioner of Patents and Trademarks record this Amendment or evidence of same.

- (b) Except as expressly modified herein, all terms and conditions of the IP Agreement remain in full force and effect. inMusic Brands hereby ratifies, confirms and reaffirms the grant of a security interest and all of the representations, warranties and covenants contained in the IP Agreement.
- (c) This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.
- (d) This Amendment may be executed in multiple identical counterparts (including by facsimile or e-mail transmission of an Adobe portable document file format (also known as a PDF file)), each of which when duly executed will be deemed an original, and all of which will be construed together as one agreement.


*THIS SPACE INTENTIONALLY BLANK;
SIGNATURES APPEAR ON THE FOLLOWING PAGE*

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

INMUSIC BRANDS, INC.



Witness

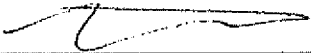
By: 

Name: Paul R. Antrop
Title: Executive Vice President

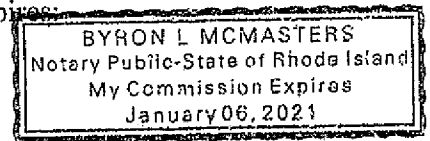
STATE OF RHODE ISLAND

County of Providence

On this 19th day of February, 2018, before me, the undersigned notary public, personally appeared Paul R. Antrop, Executive Vice President of inMusic Brands, Inc., proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Executive Vice President of inMusic Brands, Inc.



Notary Public
My Commission Expires:



BANK OF AMERICA, N.A.

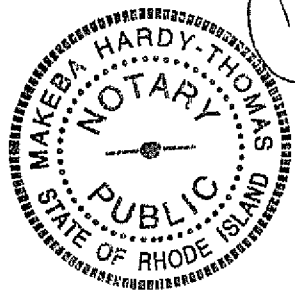
[Signature]
Witness

By: [Signature]
Name: John G. Sundborg
Title: Vice President

STATE OF RHODE ISLAND

County of Providence

On this 28 day of February, 2018, before me, the undersigned notary public, personally appeared John G. Sundborg, Vice President of Bank of America, N.A., proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as a Vice President of Bank of America, N.A.



[Signature]
Notary Public

My Commission Expires: 05/09/2020

Schedule 1

**EXHIBIT "B" TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
Patents**

<u>Patent Title</u>	<u>Patent No. / Application No. / Publication No.</u>	<u>Registration Date</u>
Methods and Systems for an Object	9064480	6/23/2015
Electronic Percussion Instrument	9424827	8/23/2016
Reproducing Apparatus, Reproducing	12/304328	
Music and Audio Playback System	9619431	4/11/2017
Echo cancellation method and apparatus	6,865,270	3/8/2005
Linearized filter band equipment and processes	7,266,205	9/4/2007
Frequency float method and system for realizing a signal filter	7,788,308	8/31/2010
Mute circuit for a microphone	8,005,241	8/23/2011
Method and apparatus for identifying a feedback frequency in a signal	8,243,953	8/14/2012
Method and apparatus for identifying a feedback frequency in a circuit	8,265,295	9/11/2012
Apparatus, method and manufacture for connectable gain-sharing automixers	8,542,849	9/24/2013

Schedule 2

**EXHIBIT "C" TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
Trademarks**

Word Mark	Serial Number/ Registration Number	Filing Date/ Registration Date
Design Only	87411965	4/14/2017
Change Your Rider	87325159	2/6/2017
Group Sweat	87144381	8/19/2016
Headrush	87205335 5347584	11/28/2017
Kikaxxe	77060446 3356943	12/18/2007
Konnect	86609421	4/24/2015
M-Track	85766796 4495834	3/11/2014
M-Track Plus	85766801 4495835	3/11/2014
M-Track Quad	85766805 4515603	4/15/2014
Party Starter	86809741 5383184	1/23/2018
Rane	73765500 1584386	2/27/1990
Rhythm Wolf	86268411 4680058	2/17/2015
Stage Linq	86872304	1/11/2016
Sweep FX	87298540	1/12/2017
Synthx	86167327 4588408	8/19/2014
Block Rocker	86574770/ 4841363	10/27/2015
Tailgater	86574688 4841357	10/27/2015
Marq	86639318 4864689	12/1/2015
Soundshine	86741151 4959481	5/17/2016
Rane	87123160 5203444	5/16/2017
Heuristic Audio Laboratory (Hal)	77669939 4187092	8/7/2012