

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM465115

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AVDG, LLC		03/09/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	One Boston Place, 19th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02108		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4643929	AVDG	
<b>Registration Number:</b>	4643930	AVDG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173417729		
<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>			
<b>Phone:</b>	6173417729		
<b>Email:</b>	katarzyna.gaysunas@morganlewis.com		
<b>Correspondent Name:</b>	Katarzyna Gaysunas		
<b>Address Line 1:</b>	1 Federal Street, c/o Morgan, Lewis & Bo		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Katarzyna Gaysunas		
<b>SIGNATURE:</b>	/Katarzyna Gaysunas/		
<b>DATE SIGNED:</b>	03/09/2018		
<b>Total Attachments: 5</b>			
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NOTICE OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF SECURITY INTEREST IN TRADEMARKS (“Agreement”), effective as of March 9, 2018 (“Notice”) by and among the Grantor listed on the signature pages hereof (the “Grantor”), in favor of Wells Fargo Bank, National Association, a national banking association, as Collateral Agent (the “Collateral Agent”) for its own benefit and the benefit of the other Secured Parties (as defined in the Security Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

W I T N E S S E T H:

WHEREAS, the Grantor is a party to a Security Agreement, dated as of April 2, 2014, by and among the Borrowers, the Facility Guarantors and Wells Fargo Bank, National Association, for the benefit of the Collateral Agent and the Secured Parties (the “Security Agreement”) by way of joinder;

WHEREAS, pursuant to the Security Agreement, the Grantor has executed and delivered this Notice for the purpose of recording and confirming the grant of the security interest of the Collateral Agent in the Trademark Collateral (each as defined below) with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth herein and in the Security Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor and the Collateral Agent, on its own behalf and on behalf of the other Secured Parties (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1     Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2     Grant of Security Interest. In furtherance and as confirmation of the Security Interest granted by the Grantor to the Collateral Agent (for its own benefit and the benefit of the other Secured Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby ratifies such Security Interest and grants to the Collateral Agent (for its own benefit and the benefit of the other Secured Parties) a continuing security interest, in all of the present and future right, title and interest of the Grantor in, to and under the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “Trademark Collateral”):

(a)     All trademarks, trade names, corporate names, company names, Internet domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers, whether registered or unregistered, together with all registrations thereof, all applications in connection therewith and all renewals thereof, and any goodwill of the business connected with, and symbolized by, any of the foregoing, including, without limitation, the trademark registrations and trademark applications set forth on Exhibit A attached hereto (collectively, “Trademarks”);

(b)     All agreements, whether written or oral, providing for the grant by or to the Grantor of any right in respect of Trademark (collectively, “Licenses”) and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to the Trademarks, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;

(c)     The right to sue for past, present and future infringements, misappropriations and dilutions of any of the Trademarks; and

(d)     All of the Grantor’s rights corresponding to any of the foregoing throughout the world.

Notwithstanding the foregoing, no Trademark shall be included in the Trademark Collateral to the extent that the grant of a security interest in such Trademark would result in, permit or provide grounds for the cancellation or invalidation of such Trademark.

SECTION 3 Intent. This Notice is being executed and delivered by the Grantor for the purpose of recording and confirming the grant of the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office. It is intended that the security interest granted pursuant to this Notice is granted in conjunction with, and not in addition to or limitation of, the Security Interest granted to the Collateral Agent, for its own benefit and the benefit of the other Secured Parties, under the Security Agreement. All provisions of the Security Agreement shall apply to the Trademark Collateral. The Collateral Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the Trademark Collateral as in all other Collateral. In the event of a conflict between this Notice and the Security Agreement, the terms of the Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Notice.

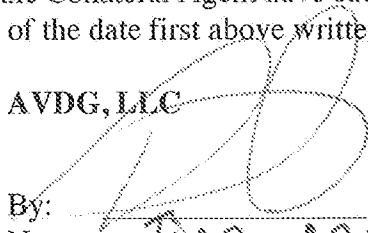
SECTION 5. Termination; Release of Trademark Collateral. Upon termination of the Security Interest in the Trademark Collateral in accordance with the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor, an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Notice. Any execution and delivery of termination statements, releases or other documents pursuant to this Section 5 shall be without recourse to, or warranty by, the Collateral Agent or any other Secured Party.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Notice to be executed by their duly authorized officers as of the date first above written.

**GRANTOR:**

**AVDG, LLC**

By:   
Name: Tim Martin  
Title: CEO

[Signature Page to Notice of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 006289 FRAME: 0119**

COLLATERAL AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: Maggie Townsend  
Name: Maggie Townsend  
Title: Vice President

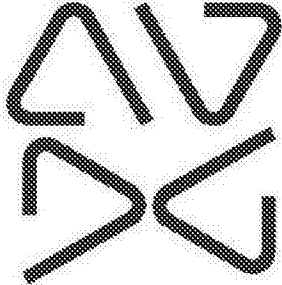
[Signature Page to Notice of Security Interest in Trademarks]

TRADEMARK  
REEL: 006289 FRAME: 0120

**EXHIBIT A**

Trademark Registrations and Applications

**U.S. Federal Trademark Registrations and Applications**

<b>Owner:</b>	<b>Trademark:</b>	<b>Registration / Application No.:</b>	<b>Registration / Application Date:</b>	<b>Status:</b>
AVDG, LLC	AVDG	4643929	11/25/2014	Registered
AVDG, LLC		4643930	11/25/2014	Registered