

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM496200

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AUDIO PRECISION, INC.		10/31/2018	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	BARINGS FINANCE LLC		
Street Address:	550 SOUTH TRYON STREET		
Internal Address:	SUITE 3300		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	87615801	APX DUO	
Serial Number:	78803541	AUDIO PRECISION	
Serial Number:	78803389	AP	
Serial Number:	75026270	APWIN	
Serial Number:	75274564	SYSTEM ONE	
Serial Number:	75030564	SYSTEM TWO	
Serial Number:	74243595	FASTTEST	
Serial Number:	74176801	PORTABLE ONE	
Serial Number:	74044532	AUDIO PRECISION	
CORRESPONDENCE DATA			
Fax Number:	7044448847		
<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:	704-343-2000		
Email:	KSALTRICK@MCGUIREWOODS.COM		
Correspondent Name:	MCGUIREWOODS LLP		
Address Line 1:	201 N. TRYON STREET, SUITE 3000		
Address Line 2:	ATTN: ANDREW PARRISH		
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202		

OP \$240.00 87615801

NAME OF SUBMITTER:	ANDREW PARRISH
SIGNATURE:	/S/ ANDREW PARRISH
DATE SIGNED:	10/31/2018
Total Attachments: 5 source=Active_109038844_1_Executed Trademark Security Agreement - Audio Precision - Barings (2018).pdf#page1.tif source=Active_109038844_1_Executed Trademark Security Agreement - Audio Precision - Barings (2018).pdf#page2.tif source=Active_109038844_1_Executed Trademark Security Agreement - Audio Precision - Barings (2018).pdf#page3.tif source=Active_109038844_1_Executed Trademark Security Agreement - Audio Precision - Barings (2018).pdf#page4.tif source=Active_109038844_1_Executed Trademark Security Agreement - Audio Precision - Barings (2018).pdf#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS)

This Trademark Security Agreement (this "Agreement"), dated as of October 31, 2018, is made by Audio Precision, Inc., an Oregon corporation ("Grantor"), in favor of Barings Finance LLC, as administrative agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

Grantor has executed and delivered a Guaranty and Security Agreement, dated as of October 31, 2018, with and in favor of Administrative Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"). Grantor has pledged and granted to Administrative Agent a continuing security interest in all Intellectual Property, including the Trademarks.

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

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges, assigns and grants to Administrative Agent, for the ratable benefit of the Lenders, a Lien on and continuing security interest in, all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, there shall be no Lien on or security interest granted or pledged by any Grantor in any Trademark application that is filed on an "intent-to-use" basis until such time as a statement of use has been filed with and duly accepted by the United States Patent and Trademark Office.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Administrative Agent in connection with the Guaranty and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Security Agreement (and all rights and remedies of Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.

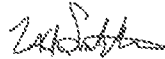
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

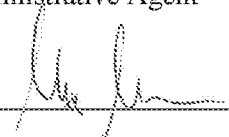
[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AUDIO PRECISION, INC., as Grantor

By: 
Name: Zack Smotherman
Title: Secretary and Treasurer

BARINGS FINANCE LLC,
as Administrative Agent

By: _____

Name: L. Max McEwen
Title: Managing Director

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Application/Serial Number	Registration Number	Mark
87/615,801		APX DUO [standard character mark]
78/803,541	3,186,785	AUDIO PRECISION [design plus words]
78/803,389	3,183,686	AP [design plus words]
75/026,270	2,150,033	APWIN [typed drawing]
75/274,564	2,152,381	SYSTEM ONE [typed drawing]
75/030,564	2,135,213	SYSTEM TWO [typed drawing]
74/243,595	1,831,950	FASTTEST
74/176,801	1,734,487	PORTABLE ONE
74/044,532	1,639,591	AUDIO PRECISION