

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496624

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hearos, LLC		10/31/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ICG Debt Administration LLC, as Second Lien Agent		
Street Address:	600 Lexington Avenue, 24th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3443961	SLEEP PRETTY IN PINK	
Registration Number:	5325871	DAZZLEARS	
Registration Number:	4145476		
Registration Number:	4592948	HEAROS	
Registration Number:	1787441	HEAROS	
Registration Number:	5179996	PEACE & COFFEE	
Registration Number:	4963561	PLUG IN.	
Registration Number:	4592951	SLEEP PRETTY IN PINK	
Registration Number:	4705086	THE FUTURE IS HEAR	
Serial Number:	87585390	THE SHIELD	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	jbleskin@schiffhardin.com		
Correspondent Name:	Jennifer Bleskin		
Address Line 1:	233 S. Wacker Drive, Suite 7100		
Address Line 2:	Schiff Hardin LLP		
Address Line 4:	Chicago, ILLINOIS 60606		

OP \$265.00 3443961

NAME OF SUBMITTER:	Jennifer Bleskin
SIGNATURE:	/s/ Jennifer Bleskin
DATE SIGNED:	11/02/2018
Total Attachments: 5 source=2L_Trademark Security Agreement#page1.tif source=2L_Trademark Security Agreement#page2.tif source=2L_Trademark Security Agreement#page3.tif source=2L_Trademark Security Agreement#page4.tif source=2L_Trademark Security Agreement#page5.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement, dated as of October 31, 2018 (this “**Trademark Security Agreement**”), is made by the Domestic Note Parties signatory hereto (each, individually, a “**Grantor**” and collectively, the “**Grantors**”) in favor of ICG Debt Administration LLC, in its capacity as second lien agent (in such capacity, the “**Second Lien Agent**”) pursuant to that certain Second Lien Note Purchase Agreement, dated as of January 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”), by and among PIP Buyer, Inc., a Delaware corporation, the Purchasers party thereto from time to time and the Second Lien Agent.

WITNESSETH:

WHEREAS, the Grantors are party to a Second Lien Guarantee and Collateral Agreement, dated as of January 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), by and among the Grantors, the other Domestic Note Parties party thereto and Second Lien Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Second Lien Agent, for the benefit of the Secured Parties, to enter into the Note Purchase Agreement, each Grantor hereby agrees with the Second Lien Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement or Note Purchase Agreement and used herein shall have the respective meanings given to them in the Guarantee and Collateral Agreement or the Note Purchase Agreement, as the context shall require.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Second Lien Agent for the benefit of the Secured Parties a junior lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: the Trademark registrations and applications for Trademarks listed on Schedule I attached hereto, together with all goodwill and general intangibles of such Grantor relating thereto or represented thereby and all proceeds of the foregoing.

SECTION 3. The Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Agent pursuant to the Guarantee and Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Second Lien Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement in accordance with Section 8.17 thereof, the Second Lien Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by facsimile or other electronic method of any executed signature page to this Trademark Security Agreement or any other Note Document shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including “pdf”) shall be

treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

SECTION 6. Governing Law. The terms of Sections 10.16, 10.17 and 10.18 of the Note Purchase Agreement with respect to governing law, consent to jurisdiction, forum selection and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

IN WITNESS WHEREOF, each Grantor has duly executed this Trademark Security Agreement as of the date first written above.

GRANTORS:

HEAROS, LLC

By: 

Name: Joseph Milot, Jr.

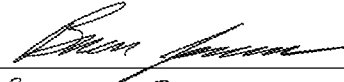
Title: President

[Signature Page to Joinder to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006515 FRAME: 0607

AGREED AND ACCEPTED
as of the date first written above:

ICG DEBT ADMINISTRATION LLC,
as Second Lien Agent

By: 
Name: Brian Spener
Title: Authorized Person

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARKS

<u>Owner</u>	<u>Trademark</u>	<u>App. No.</u>	<u>Reg. No.</u>
Hearos, LLC	SLEEP PRETTY IN PINK	App 77171421	Reg 3443961
Hearos, LLC	DAZZLEARS	App 87389450	Reg 5325871
Hearos, LLC		App 85330051	Reg 4145476
Hearos, LLC	HEAROS	App 86188179	Reg 4592948
Hearos, LLC	HEAROS	App 74299607	Reg 1787441
Hearos, LLC	Peace & Coffee	App 87118625	Reg 5179996
Hearos, LLC	Plug In.	App 86752712	Reg 4963561
Hearos, LLC	<i>Sleep Pretty</i>	App 86189150	Reg 4592951
Hearos, LLC	The Future is Hear	App 86179109	Reg 4705086
Hearos, LLC	THE SHIELD	App 87585390	N/A