

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523166

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Martin-Logan, Ltd.		05/10/2019	Corporation: KANSAS
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	100 King Street West		
Internal Address:	18th Fl.		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4416021	BALANCEDFORCE	
Registration Number:	5664150	DYNAMO	
Registration Number:	4029724	ELECTROMOTION	
Registration Number:	2758341	MARTIN LOGAN	
Registration Number:	2144638	MARTINLOGAN	
Registration Number:	3854817	MOTION MARTINLOGAN	
Registration Number:	2711137		
CORRESPONDENCE DATA			
Fax Number:	8888295819		
<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:	8888295817		
Email:	michele.nolan@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 South LaSalle St.		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Diandra M. LaMantia		
SIGNATURE:	/Diandra M. LaMantia/		

OP \$190.00 4416021

DATE SIGNED:	05/10/2019
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Total Attachments: 9

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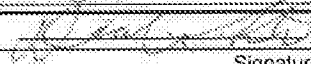
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office. Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies): Martin-Logan, Ltd. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Kansas</u> <input type="checkbox"/> Other _____ Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No Name: <u>Bank of Montreal, as Agent</u> Street Address: <u>100 King Street West, 18th Fl.</u> City: <u>Toronto</u> State: <u>Ontario</u> Country: <u>Canada</u> Zip: <u>M5X 1A1</u> <input type="checkbox"/> Individual(s) Citizenship _____ <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>Bank</u> Citizenship <u>Canada</u> If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)
3. Nature of conveyance/Execution Date(s) : Execution Date(s) <u>May 10, 2019</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) Text None B. Trademark Registration No.(s) See Exhibit A attached hereto. Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):	

5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Diandra M. LaMantia</u> Internal Address: <u>Chapman and Cutler LLP</u> Street Address: <u>111 West Monroe Street</u> City: <u>Chicago</u> State: <u>Illinois</u> Zip: <u>60603</u> Phone Number: <u>312-845-3274</u> Docket Number: _____ Email Address: <u>lamantia@chapman.com</u>	6. Total number of applications and registrations involved: 7
	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____ <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed
	8. Payment Information: Deposit Account Number _____ Authorized User Name _____
9. Signature: <u></u> for Chapman and Cutler LLP Date: <u>May 10, 2019</u> Signature Date Diandra M. LaMantia, Project Assistant Name of Person Signing	Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Exhibit A
to
Trademark Cover Sheet

TRADEMARKS

I. TRADEMARK REGISTRATIONS

Trademark	Registration Number	Jurisdiction
BALANCEDFORCE	4,416,021	U.S.A.
DYNAMO	5664150	U.S.A.
ELECTROMOTION	4,029,724	U.S.A.
MARTIN LOGAN and Design	2,758,341	U.S.A.
MARTIN LOGAN LTD	2,144,638	U.S.A.
MOTION MARTINLOGAN	3,854,817	U.S.A.
	2,711,137	U.S.A.

II. TRADEMARK APPLICATIONS

None

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”) dated May 10, 2019, is made by Martin-Logan, Ltd., a Kansas corporation (together with its successors, by amalgamation or otherwise, and permitted assigns, being hereinafter referred to collectively as the “Grantor”), in favor of Bank of Montreal (“BMO”), as administrative agent hereunder for the Secured Creditors (as defined in the Security Agreement referred to below) (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the “Administrative Agent”).

WHEREAS, the Grantor has entered into a Security Agreement dated as of May 10, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), with the Administrative Agent. Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

AND WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Administrative Agent and the Secured Creditors, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Administrative Agent for the benefit of the Administrative Agent and the Secured Creditors a security interest in all of the Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) the United States patents and patent applications set forth in Schedule A hereto (the “Patents”);
- (b) the United States trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the “Trademarks or Service Marks”);
- (c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “Copyrights”);
- (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

- (e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Secured Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations of the Grantor.

SECTION 3. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

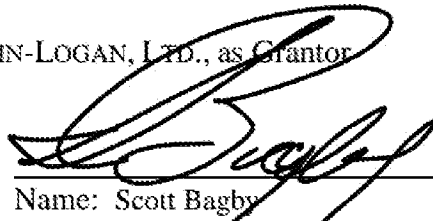
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MARTIN-LOGAN, LTD., as Grantor

By:



Name: Scott Bagby

Title: President and Secretary

ACCEPTED and ACKNOWLEDGED by:

BANK OF MONTREAL, as Administrative Agent

By: _____

Name:

Title:

By: _____

Name:

Title:

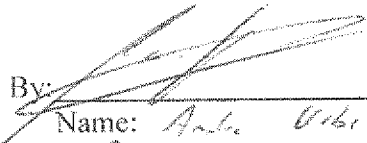
IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


MARTIN-LOGAN, LTD., as Grantor

By: _____
Name: Scott Bagby
Title: President and Secretary

ACCEPTED and ACKNOWLEDGED by:

BANK OF MONTREAL, as Administrative Agent

By: 
Name: Anita Vibe
Title: Director

By: 
Name: Armit Walia
Title: Managing Director

Schedule A
to
Intellectual Property Security Agreement

PATENTS

I. PATENT REGISTRATIONS

PATENTS	Registration Number	Registration Date	Jurisdiction Registered
Loudspeaker (the ornamental design for a loudspeaker, as shown and described)	D503,702 S	April 5, 2005	United States
Loudspeaker cabinet (the ornamental design for a loudspeaker cabinet, as shown and described)	D503,397 S	March 29, 2005	United States
Natural Ambience Compensator (NAC) Design Patent	US D517,051 S	March 14, 2006	United States

II. PATENT APPLICATIONS

None.

Schedule B
to
Intellectual Property Security Agreement

TRADEMARKS

I. TRADEMARK REGISTRATIONS

Trademark	Registration Number	Jurisdiction
BALANCEDFORCE	4,416,021	U.S.A.
DESIGN Martin Logan	1733290	Australia
DESIGN Martin Logan	15579414	China
DYNAMO	5664150	U.S.A.
ELECTROMOTION	4,029,724	U.S.A.
MARTIN LOGAN	000998336	European Union
MARTIN LOGAN and Design	1733289	Australia
MARTIN LOGAN and Design	15579417	China
MARTIN LOGAN and Design	2,758,341	U.S.A.
MARTIN LOGAN LTD	15579416	China
MARTIN LOGAN LTD	2,144,638	U.S.A.
MARTINLOGAN in Chinese characters	8261544	China
MOTION MARTINLOGAN	15579415	China
MOTION MARTINLOGAN	3,854,817	U.S.A.
	2,711,137	U.S.A.

II. TRADEMARK APPLICATIONS

None

Schedule C
to
Intellectual Property Security Agreement

COPYRIGHTS

I. COPYRIGHT REGISTRATIONS

None

II. COPYRIGHT APPLICATIONS

None

III. COPYRIGHT LICENSES

None