

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM523168

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Martin-Logan, Ltd.		05/10/2019	Corporation: KANSAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal		
<b>Doing Business As:</b>	BMO Capital Partners, as Agent		
<b>Street Address:</b>	100 King Street West		
<b>Internal Address:</b>	18th Fl.		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5X 1A1		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4416021	BALANCEDFORCE	
<b>Registration Number:</b>	5664150	DYNAMO	
<b>Registration Number:</b>	4029724	ELECTROMOTION	
<b>Registration Number:</b>	2758341	MARTIN LOGAN	
<b>Registration Number:</b>	2144638	MARTINLOGAN	
<b>Registration Number:</b>	3854817	MOTION MARTINLOGAN	
<b>Registration Number:</b>	2711137		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	888-829-5817		
<b>Email:</b>	michele.nolan@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	208 South LaSalle St.		
<b>Address Line 2:</b>	Suite 814		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60604		
<b>NAME OF SUBMITTER:</b>	Diandra M. LaMantia		

OP \$190.00 4416021

<b>SIGNATURE:</b>	/Diandra M. LaMantia/
<b>DATE SIGNED:</b>	05/10/2019
<b>Total Attachments: 10</b> source=FILE SECOND-TM#page1.tif source=FILE SECOND-TM#page2.tif source=FILE SECOND-TM#page3.tif source=FILE SECOND-TM#page4.tif source=FILE SECOND-TM#page5.tif source=FILE SECOND-TM#page6.tif source=FILE SECOND-TM#page7.tif source=FILE SECOND-TM#page8.tif source=FILE SECOND-TM#page9.tif source=FILE SECOND-TM#page10.tif	

### 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.

- Individual(s)                       Association  
 Partnership                         Limited Partnership  
 Corporation- State: Kansas  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) May 10, 2019

- Assignment                             Merger  
 Security Agreement                 Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  
 No

Name: Bank of Montreal dba BMO Capital Partners, as Agent

Street Address: 100 King Street West, 18th Fl.

City: Toronto

State: Ontario

Country: Canada                      Zip: M5X 1A1

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other Bank                      Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**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?  Yes  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: Diandra M. LaMantia

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois                      Zip: 60603

Phone Number: 312-845-3274

Docket Number: \_\_\_\_\_

Email Address: lamantia@chapman.com

**6. Total number of applications and registrations involved:**

7

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:** Diandra M. LaMantia, for Chapman and Cutler LLP

May 10, 2019

Signature

Date

Diandra M. LaMantia, Project Assistant

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **10**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-6140, 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

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

II. TRADEMARK APPLICATIONS

None

***THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AGREEMENT (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT") DATED AS OF MAY 10, 2019, AMONG BANK OF MONTREAL, AS SENIOR AGENT (THE "SENIOR AGENT"), BMO CAPITAL (AS DEFINED BELOW), AS SUBORDINATED AGENT, AND THE OBLIGORS PARTY THERETO, TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY PARADIGM ELECTRONICS INC. AND MARTIN-LOGAN, LTD. (EACH A "BORROWER" AND TOGETHER, THE "BORROWERS") PURSUANT TO THAT CERTAIN CREDIT AGREEMENT (THE "SENIOR CREDIT AGREEMENT") DATED AS OF MAY 10, 2019, AMONG THE BORROWERS, SENIOR AGENT AND THE "LENDERS" FROM TIME TO TIME PARTY THERETO, AS SUCH SENIOR CREDIT AGREEMENT MAY BE AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THAT AGREEMENT AS CONTEMPLATED BY THE INTERCREDITOR AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.***

#### 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 d.b.a. BMO Capital Partners ("BMO Capital"), as administrative agent hereunder for the Secured Creditors (as defined in the Security Agreement referred to below) (BMO Capital acting as such administrative agent and any successor or successors to BMO Capital 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.

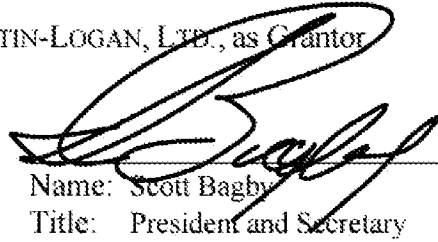
SECTION 7. Intercreditor Agreement. The parties hereto each acknowledge and agree that this IP Security Agreement is subject to the provisions of the Intercreditor Agreement and, notwithstanding any provision hereof to the contrary, shall be carried out in accordance with the terms and provisions thereof.

[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, L.P.E., as Grantor

By:



Name: Scott Bagby  
Title: President and Secretary

ACCEPTED and ACKNOWLEDGED by:

BANK OF MONTREAL D.B.A. BMO CAPITAL PARTNERS, 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 D.B.A. BMO CAPITAL PARTNERS, as Administrative Agent

By:   
Name: **Evan Bennitt**  
Title: **Managing Director**

By:   
Name: **Giancarlo DiZazzo**  
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

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