

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM533541

<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>
Audio and Video Labs, Inc.		07/24/2019	Corporation: NEW JERSEY
AudioMicro, Inc.		07/24/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITY NATIONAL BANK, as Administrative Agent		
<b>Street Address:</b>	400 N. Roxbury Dr., Third Floor		
<b>City:</b>	Beverly Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90210		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3551953	CDBABY	
<b>Registration Number:</b>	5624521	SHOW.CO	
<b>Registration Number:</b>	5339274	HEARNOW	
<b>Registration Number:</b>	4884432	ILLUSTRATED SOUND	
<b>Registration Number:</b>	3467602	HOSTBABY	
<b>Registration Number:</b>	4128864	ADREV	
<b>Registration Number:</b>	3579145	AUDIOMICRO	
<b>Registration Number:</b>	4118365	IMAGECOLLECT	
<b>Serial Number:</b>	88001272	SOUNDRAP	
<b>Serial Number:</b>	87756634	DIY MUSICIAN	
<b>Serial Number:</b>	87629368	DASHGO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>TRADEMARK</b>			

CH \$290.00 3551953

**Address Line 2:** 2021 McKinney Ave., Suite 2000  
**Address Line 4:** Dallas, TEXAS 75201

**ATTORNEY DOCKET NUMBER:** 66041-30120

**NAME OF SUBMITTER:** Dusan Clark

**SIGNATURE:** /Dusan Clark/

**DATE SIGNED:** 07/25/2019

**Total Attachments: 6**

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## **TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of July 24, 2019 (this “Security Agreement”), is made by Audio and Video Labs, Inc., a New Jersey corporation and AudioMicro, Inc., a Delaware corporation (the “Grantors”) in favor of **CITY NATIONAL BANK**, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

**WHEREAS**, AVL Holding Inc., a Delaware corporation (the “Borrower”), the Grantors, the other Guarantors party thereto, the lenders from time to time parties thereto (the “Lenders”), and the Administrative Agent have entered into that certain Credit, Security, Guaranty and Pledge Agreement, dated as of July 24, 2019 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”); and

**WHEREAS**, the Credit Agreement requires the Grantors to execute and deliver this Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantors hereby agrees as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition are used as defined in the Credit Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** The Grantors, as security for the due and punctual payment of the Obligations and as security for their obligations under Article X of the Credit Agreement, hereby grant and pledge, to the Administrative Agent (for the benefit of the Secured Parties) a security interest in all of their right, title and interest in, to and under the following, in each case, solely to the extent constituting Collateral of such Grantors (the “Trademark Collateral”):

- (i) all of its Trademarks, including, but not limited to, those referred to on Schedule I hereto;
- (ii) all licenses of the foregoing, including, but not limited to, those referred to on Schedule I hereto;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (iv) all income, royalties, proceeds, damages and payments at any time due and/or payable under or with respect to any of the foregoing, including, without limitation, all damages or payments for past, present or future infringements for any of the foregoing; and
- (v) the right to sue at law or in equity for past, present, and future infringement, misappropriation, dilution, violation or other impairment thereof.

**SECTION 3. Credit Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Credit Agreement, and the Grantors hereby acknowledge and agree that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Security Agreement is made for collateral purposes only. At such time as Payment in Full of the Obligations occurs, the Administrative Agent (on behalf of the Secured Parties) shall promptly execute and deliver to the Grantors, at the Grantors’ request and expense,

without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be reasonably necessary to terminate the security interest of the Administrative Agent (for the benefit of the Secured Parties) in the Trademark Collateral, subject to any disposition thereof that may have been made by the Administrative Agent pursuant to the terms hereof and of the Credit Agreement.

**SECTION 4. Counterparts.** This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Security Agreement by telecopy, e-mailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Security Agreement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this Security Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent.

**SECTION 5. Governing Law.** This Security Agreement shall be construed in accordance with and governed by the law of the State of New York.

**SECTION 6. Severability.** If any provision of this Security Agreement is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Security Agreement shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**SECTION 7. Miscellaneous.** This Security Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns (as determined pursuant to the Credit Agreement), but neither this Security Agreement nor any of the rights or interests hereunder shall be assigned by Grantors (including its successors and permitted assigns) without the prior written consent of the Administrative Agent (which shall be provided only in accordance with the applicable provisions of the Credit Agreement), and any attempted assignment without such consent shall be null and void. If any conflict or inconsistency exists between this Security Agreement and the Credit Agreement, the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantors have caused this Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**AUDIO AND VIDEO LABS, INC.**  
as a Grantor

By:   
Name: Alan Goodstadt  
Title: Chief Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006703 FRAME: 0105**

**AUDIOMICRO, INC.**  
as a Grantor

By:   
Name: Alan Goodstadt  
Title: Chief Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006703 FRAME: 0106**

Acknowledged and agreed to  
as of the date hereof:

ADMINISTRATIVE AGENT:

CITY NATIONAL BANK

By:   
Name: Denise Colletta  
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006703 FRAME: 0107**

**SCHEDULE I**

**I. U.S. Trademarks**

<b>REGISTERED OWNER</b>	<b>TRADEMARK</b>	<b>REG. NO./(SER. NO.)</b>	<b>REG. DATE/(FILING DATE)</b>
Audio and Video Labs, Inc.	CDBABY	Reg. No. 3,551,953	12/23/2008
Audio and Video Labs, Inc.	SHOW.CO	Reg. No. 5,624,521	12/04/2018
Audio and Video Labs, Inc.	SOUNDROP	(Ser. No. 88/001,272)	(6/14/2018)
Audio and Video Labs, Inc.	DIY MUSICIAN	(Ser. No. 87/756,634)	(1/16/2018)
Audio and Video Labs, Inc.	HEARNOW	Reg. No. 5,339,274	11/21/2017
Audio and Video Labs, Inc.	ILLUSTRATED SOUND	Reg. No. 4,884,432	1/12/2016
Audio and Video Labs, Inc.	HOSTBABY	Reg. No. 3,467,602	7/15/2008
AudioMicro, Inc.	ADREV	Reg. No. 4,128,864	4/17/2012
AudioMicro, Inc.	DASHGO	(Ser. No. 87/629,368)	(9/30/2017)
AudioMicro, Inc.	AUDIOMICRO	Reg. No. 3,579,145	2/24/2009
AudioMicro, Inc.	IMAGECOLLECT	Reg. No. 4,118,365	3/27/2012

**II. Licenses**

Revelator Enterprises, Inc.	License Agreement dated as of August 1, 2018, by and between Revelator Enterprises, Inc., a Delaware corporation, and Audio and Video Labs, Inc.	N/A	N/A
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