

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538904

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PEAG, LLC		08/28/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S. Dearborn, Floor L2, IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	5767444	JBUDDIES STUDIO	
Registration Number:	5595606	JLAB	
Registration Number:	5595622	JLAB	
Registration Number:	5401647	JLAB	
Registration Number:	5286266	#FINDYOURGO	
Registration Number:	5279336	CUSH FINS	
Registration Number:	4781673	JJJ	
Registration Number:	4679914	FREEDOM TO LISTEN	
Registration Number:	4576016	JBUDDIES	
Registration Number:	4556082	BOMBORA	
Registration Number:	4693241	AUDIO REIMAGINED	
Registration Number:	4693242	EARBUDS REIMAGINED	
Registration Number:	4704703	OMNI BY JLAB	
Registration Number:	4521293	SHAKER	
Registration Number:	5082520	C3	
Registration Number:	4618505	INTRO	
Registration Number:	4712855	THE BOUNCER	
Registration Number:	4471945	HOOK IT UP. ROCK IT OUT.	
Registration Number:	4471904	THE CRASHER	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4422395	GO
Registration Number:	3863396	JLAB
Serial Number:	88526197	JBUDS
Serial Number:	87544534	BLOCK PARTY
Serial Number:	87544528	HOUSE PARTY
Serial Number:	87355211	EPIC2
Serial Number:	87249298	EPIC

CORRESPONDENCE DATA

Fax Number: 6179518736

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.

Phone: 6173417729

Email: katarzyna.gaysunas@morganlewis.com

Correspondent Name: Katarzyna Gaysunas

Address Line 1: 1 Federal St

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110-1726

NAME OF SUBMITTER:	Katarzyna Gaysunas
SIGNATURE:	/Katarzyna Gaysunas/
DATE SIGNED:	08/29/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made as of August 28, 2019, by and between **PEAG, LLC**, a Delaware limited liability company (the "Grantor"), and **JPMORGAN CHASE BANK, N.A.**, as a lender (the "Lender") under the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, the Lender, and the Loan Parties party thereto, the Lender has agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lender is willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Lender, on behalf of the Secured Parties, that certain Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Lender, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed to execute and deliver this Trademark Security Agreement in order to record the security interest granted to the Lender, for the benefit of the Secured Parties, with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby pledges, collaterally assigns and grants to the Lender, on behalf of the Secured Parties, to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and licenses with respect to Trademarks to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each license with respect to Trademarks; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any license with respect to Trademarks, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any license with respect to Trademarks.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Lender, on behalf of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If the Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor hereby authorizes the Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (e.g. via email in portable document file format) shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement is a Loan Document.

7. **CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY SECTION 8.09 OF THE CREDIT AGREEMENT.**

8. **MISCELLANEOUS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISION REGARDING CONSENT TO JURISDICTION SET FORTH IN SECTION 8.15 OF THE SECURITY AGREEMENT, AND SUCH PROVISION IS INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.**

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

PEAG, LLC,
a Delaware limited liability company

By: 
Name: Gary Wilks
Title: Chief Financial Officer

LENDER:

JPMORGAN CHASE BANK, N.A.

By: 

Name: Philip Bosma

Title: Authorized Officer

SCHEDULE I
to

TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
PEAG, LLC	JBUDDIES STUDIO	6/4/2019	5767444
PEAG, LLC	JLAB	10/30/2018	5595606
PEAG, LLC	JLAB	3/26/2018	5595622
PEAG, LLC	JLAB	2/13/2018	5401647
PEAG, LLC	#FINDYOURGO	9/12/2017	5286266
PEAG, LLC	CUSH FINS	9/5/2017	5279336
PEAG, LLC	JJJ	7/28/2015	4781673
PEAG, LLC	FREEDOM TO LISTEN	1/27/2015	4679914
PEAG, LLC	JBUDDIES	7/29/2014	4576016
PEAG, LLC	BOMBORA	6/24/2014	4556082
PEAG, LLC	AUDIO REIMAGINED	2/24/2015	4693241
PEAG, LLC	EARBUDS REIMAGINED	2/24/2015	4693242
PEAG, LLC	OMNI BY JLAB	3/17/2015	4704703
PEAG, LLC	SHAKER	4/29/2014	4521293
PEAG, LLC	C3	11/15/2016	5082520
PEAG, LLC	INTRO	10/7/2014	4618505
PEAG, LLC	THE BOUNCER	3/31/2015	4712855
PEAG, LLC	HOOK IT UP. ROCK IT OUT.	1/21/2014	4471945
PEAG, LLC	THE CRASHER	1/21/2014	4471904
PEAG, LLC	GO	10/22/2013	4422395
PEAG, LLC	JLAB	10/19/2010	3863396

U.S. TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
PEAG, LLC	JBUDS	7/21/2019	88526197
PEAG, LLC	BLOCK PARTY	7/26/2017	87544534
PEAG, LLC	HOUSE PARTY	7/26/2017	87544528
PEAG, LLC	EPIC2	3/1/2017	87355211
PEAG, LLC	EPIC	11/28/2016	87249298

TRADEMARK

REEL: 006733 FRAME: 0506

RECORDED: 08/30/2019