

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594720

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLAIR BROTHERS AUDIO SYSTEMS, LLC		08/27/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Fulton Bank, N.A.		
Street Address:	1601 Market Street		
Internal Address:	9th Floor		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5434631	CLAIR SOLUTIONS	
Registration Number:	5434633	CLAIR SOLUTIONS	
Registration Number:	5439576	CLAIR BROS	
CORRESPONDENCE DATA			
Fax Number:	2156894688		
<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:	2159814194		
Email:	paul.kennedy@troutman.com, theresa.catalano@troutman.com, michael.tier@troutman.com		
Correspondent Name:	Paul J. Kennedy		
Address Line 1:	3000 Two Logan Square		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2799		
ATTORNEY DOCKET NUMBER:	148554.2-Clair Bros./Fult		
NAME OF SUBMITTER:	Paul J. Kennedy		
SIGNATURE:	/Paul J. Kennedy/		
DATE SIGNED:	08/28/2020		
Total Attachments: 5			

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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:


Please be advised that pursuant to the Amended and Restated Security and Pledge Agreement dated as of August 27, 2020 (as amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, the "Agreement") and among the Grantors party thereto (each a "Grantor" and collectively, the "Grantors") and Fulton Bank, N.A., as administrative agent (the "Administrative Agent") for the Secured Parties referenced therein, the undersigned Grantor has granted, and hereby does grant, to the Administrative Agent for the ratable benefit of the Secured Parties, a continuing security interest in and a right to set off against (i) the trademarks, service marks, and the registrations and applications for the registration thereof shown on Schedule 1 attached hereto (ii) all counterparts, extensions and renewals of any of the foregoing, (iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements, violations, dilutions or misappropriations of any of the foregoing, (iv) the right to sue for past, present or future infringements, violations, dilutions or misappropriations of any of the foregoing and (v) all rights corresponding to any of the foregoing (including the goodwill) throughout the world ("Trademark Collateral").

For the avoidance of doubt, no security interest has been granted in the Security Agreement, or is granted hereunder, in any United States intent-to-use trademark applications to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of or render void or result in the cancellation of, any registration issued as a result of such intent-to-use trademark applications under applicable Law; provided that upon submission and acceptance by the USPTO of an amendment to allege pursuant to 15 U.S.C. Section 1060(a) or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

The undersigned Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing Trademark Collateral (a) may only be terminated in accordance with the terms of the Agreement and (b) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,


CLAIR GLOBAL CORP., as Grantor

By: 

Name: Troy A. Clair

Title: President and CEO

CLAIR BROTHERS AUDIO SYSTEMS, LLC, as
Grantor

By: 


Name: Troy A. Clair

Title: President and CEO

[Signature Page to Notice of Grant of Security Interests in Trademarks]

TRADEMARK
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EIGHTH DAY SOUND SYSTEMS, INC., as
Grantor

By: 
Name: Troy A. Clair
Title: CEO

Signatures Continued on next Page

[Signature Page to Notice of Grant of Security Interests in Trademarks]

Acknowledged and Accepted:

FULTON BANK, N.A., as Administrative Agent

By: 

Name: Michael Strigel

Title: Senior Vice President

[Signature Page to Notice of Grant of Security Interests in Trademarks]

TRADEMARK
REEL: 007036 FRAME: 0406

Schedule 1

List of Trademarks

Mark	Country	Current Owner	Reg. No./ (App. No.)	Reg. Date/ (App. Date)	Status; Renewal Date
CLAIR BROS	USA	Clair Global Corp.	(88/202151)	(11/21/2018)	Pending ITU
C CLAIR & DESIGN 	USA	Clair Global Corp.	3883353	11/30/2010	Registered; Renewal Due 11/30/2020
EIGHTH DAY SOUND 	USA	Eighth Day Sound Systems, Inc.	3351123	12/11/2007	Registered; Renewal Due 12/13/2027
EIGHTH DAY SOUND	USA	Eighth Day Sound Systems, Inc.	3351106	12/11/2007	Registered; Renewal Due 12/13/2027
CLAIR SOLUTIONS	USA	Clair Brothers Audio Systems, LLC	5434631	03/27/2018	Registered; Section 8 Declaration Due 3/27/2024
 CLAIRsolutions	USA	Clair Brothers Audio Systems, LLC	5434633	3/27/2018	Registered; Section 8 Declaration Due 3/27/2024
	USA	Clair Brothers Audio Systems, LLC	5439576	4/3/2018	Registered; Section 8 Declaration Due 4/3/2024