

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594913

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eighth Day Sound Systems, Inc.		08/27/2020	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Carlyle Global Credit Investment Management LLC, as Administrative Agent		
Street Address:	225 Franklin Street		
Internal Address:	26th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3351123	EIGHTH DAY SOUND	
Registration Number:	3351106	EIGHTH DAY SOUND	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA-SILVA		
Address Line 1:	885 THIRD AVE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	017637-2080		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	08/31/2020		
Total Attachments: 7			
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Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of August 27, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among Fulton Bank, as First Lien Collateral Agent and Carlyle Global Credit Investment Management L.L.C., as Second Lien Collateral Agent and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

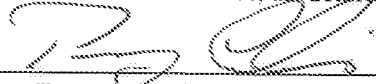
Please be advised that pursuant to the Security and Pledge Agreement dated as of August 27, 2020 (as amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, the “Agreement”) and among the Grantors party thereto (each a “Grantor” and collectively, the “Grantors”) and Carlyle Global Credit Investment Management L.L.C., 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 Chief Executive Officer

[SIGNATURE PAGE TO SECOND LIEN NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK]

TRADEMARK
REEL: 007037 FRAME: 0850

CLAIR BROTHERS AUDIO SYSTEMS, LLC, as
Grantor

By: 


Name: Troy A. Clair

Title: President and Chief Executive Officer

[SIGNATURE PAGE TO SECOND LIEN NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK]

TRADEMARK
REEL: 007037 FRAME: 0851

EIGHTH DAY SOUND SYSTEMS, INC., as
Grantor

By: 
Name: Troy A. Clair
Title: Chief Executive Officer

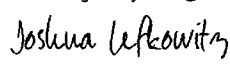
[SIGNATURE PAGE TO SECOND LIEN NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK]

TRADEMARK
REEL: 007037 FRAME: 0852

Acknowledged and Accepted:

CARLYLE GLOBAL CREDIT INVESTMENT MANAGEMENT L.L.C.,

as Administrative Agent

By: 

Name: Joshua Lefkowitz

Title: Managing Director

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
	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