

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601226

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JL Audio, Inc.		09/22/2020	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Truist Bank		
Street Address:	110 East Broward Boulevard		
Internal Address:	Suite 2100		
City:	Ft. Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33301		
Entity Type:	Banking corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	5978504	PRIMACY	
Registration Number:	5541564	TÜN	
Registration Number:	5240847	FIX	
Registration Number:	5236433	TWK	
Registration Number:	4856602	DOMINION	
Registration Number:	4973883	DOMINION	
Registration Number:	5465009	JL JL AUDIO	
Registration Number:	4310331	SLAMPAK	
Registration Number:	4841629	MEDIAMASTER	
Registration Number:	4822352	MEDIAMASTER	
Registration Number:	4813214	HOW WE PLAY.	
Registration Number:	3625580	GOTHAM	
Registration Number:	3527383	FATHOM	
Registration Number:	3344666	GOTHAM	
Registration Number:	3101356	FATHOM	
Registration Number:	3048065	AHEAD OF THE CURVE	
Registration Number:	3036374	CLEANSWEEP	
Registration Number:	2532728	JL AUDIO	

OP \$565.00 5978504

Property Type	Number	Word Mark
Registration Number:	2890608	STEALTHBOX
Registration Number:	2797966	EVOLUTION
Registration Number:	1948910	JL AUDIO
Registration Number:	1956624	JL JL AUDIO

CORRESPONDENCE DATA

Fax Number: 9045989109

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: 904-598-9929

Email: ipteam@gray-robinson.com

Correspondent Name: Jennifer Vanover/GrayRobinson, PA

Address Line 1: 50 North Laura Street

Address Line 2: Suite 1100

Address Line 4: Jacksonville, FLORIDA 32202

ATTORNEY DOCKET NUMBER: 93056-171

NAME OF SUBMITTER: Jennifer Vanover

SIGNATURE: /Jennifer Vanover/

DATE SIGNED: 10/05/2020

Total Attachments: 6

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**AGREEMENT NOT TO ENCUMBER
(TRADEMARKS)**

THIS AGREEMENT NOT TO ENCUMBER (this “**Agreement**”) is made as of the 22nd day of September, 2020 by **JL AUDIO, INC.**, a Florida corporation (the “**Borrower**”), having an address at 10369 North Commerce Parkway, Miramar, Florida 33025, in favor of **TRUIST BANK**, a North Carolina banking corporation (the “**Lender**”), having an address at 110 East Broward Boulevard, Suite 2100, Ft. Lauderdale, Florida 33301.

RECITALS

On or about the date hereof, Lender is extending Borrower a revolving line of credit loan in the principal amount of Thirty Million and No/100 Dollars (\$30,000,000.00) (the “**Loan**”) which is evidenced by that certain Promissory Note dated of even date herewith in the principal amount of Thirty Million and No/100 Dollars (\$30,000,000.00) made by Borrower in favor of Lender (as same may hereafter be amended, restated, consolidated or renewed, the “**Note**”) and more particularly described in and subject to the terms and conditions set forth in that certain Loan Agreement dated of even date herewith by and between Borrower and Lender (as same may be hereafter amended, restated, consolidated or renewed, the “**Loan Agreement**”), and in connection therewith the Borrower has agreed that it will not pledge, encumber, or grant a lien or security interest in or to all Trademarks, whether now owned or hereafter acquired by Borrower, together, in each case, with the goodwill of the business connected with the use of, and symbolized by, each Trademark, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect thereto (collectively, the “**Trademark Collateral**”), without the prior written consent of Lender.

“**Trademarks**” means all current and future United States, state and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade dress, service marks, certification marks, collective marks, logos, all indicators of the source of goods or services, designs and general intangibles of a like nature whether registered or unregistered and all common law rights related thereto, all registrations, recordings and applications for any of the foregoing (but excluding all intent-to-use United States trademark applications until an amendment to allege use or statement of use has been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), accepted by the United States Patent and Trademark Office upon which such application shall automatically be deemed to be included in the definition of Trademarks), all extensions or renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including without limitation licenses, royalties, income, payments, claims, damages, and proceeds of suit, which are owned or licensed by Borrower.

“**Intellectual Property Contracts**” means all agreements concerning intellectual property including, without limitation, licenses or other agreements granting rights to use intellectual property, non-assertion agreements, settlement agreements, licenses or other agreements granting rights to third parties to use intellectual property, trademark coexistence agreements and trademark consent agreements.

All capitalized terms used herein and not defined herein shall have the meanings given to them in the Loan Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the legal sufficiency of which are irrevocably acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Negative Pledge. Without the prior written consent of Lender, Borrower will not pledge, encumber, grant or permit to exist any security interest, lien, charge or encumbrance of any nature on or with respect to the Trademark Collateral until the Note and all obligations of Borrower under the Loan Agreement have been paid in full.

2. Effect of Default. A breach of the terms and conditions of this Agreement shall constitute an “Event of Default” under the Loan Agreement, as the term “Event of Default” is defined in the Loan Agreement and the Lender shall be entitled to all rights and remedies as set forth in the Loan Agreement.

3. Borrower Remains Liable. The Borrower hereby agrees that, anything herein to the contrary notwithstanding, the Borrower shall retain full and complete responsibility for, and take appropriate and reasonable action based on Borrower’s sound business discretion in connection with, the prosecution, defense, enforcement or any other necessary actions in connection with its Trademarks and Intellectual Property Contracts.

4. Recordation. Borrower authorizes and requests that the Commissioner for Trademarks at the USPTO record this Agreement Not to Encumber.

5. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue shall be proper in Broward County and the United States District Court for the Southern District of Florida.

6. Binding Effect. This Agreement shall inure to the benefit of Lender and its successors and assigns, and shall be binding on Borrower and its successors and assigns. This Agreement shall remain in full force and effect until the Note and all obligations of Borrower under the Loan Agreement have been paid in full.

7. Waiver. No purported modification or waiver of any provision of this Agreement, and no purported consent to any departure by Borrower from strict compliance with any of its obligations hereunder, shall be effective in any event unless the same is in writing and signed by Lender, and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose given. Borrower and Lender hereby knowingly, voluntarily and intentionally waive the right either of them may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party. This provision is a material inducement for each of Lender and Borrower to enter into the transaction evidenced by this Agreement and the Loan Agreement.

8. Attorneys’ Fees. In the event of any litigation arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys’ fees and costs, including fees and costs incurred for representation on appeals, expert witness fees and costs for paralegal assistance.

9. Further Assurances. The parties hereto shall execute and deliver, or cause to be executed and delivered, such additional or further agreements of other instruments, as may be required to evidence the agreement of the parties herein contained and the transactions contemplated hereunder.

10. Severability/Amendment. If any clause or provision herein contained operates or would operate to invalidate this Agreement in whole or in part, then such clause or provision only shall be deemed severed and not a part hereof, as though not contained herein, and the remainder of this Agreement shall remain operative and in full force and effect. This Agreement may not be modified or otherwise amended except by a written instrument executed by the party against whom such amendment is sought to be enforced.

IN WITNESS WHEREOF, the Borrower intending to be legally bound have executed this Agreement Not to Encumber as of September 22, 2020.

JL AUDIO, INC., a Florida corporation

By: [Signature]
Andrew Oxenhorn, President and Treasurer

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 22nd day of September, 2020, by means of physical presence or online notarization, by Andrew Oxenhorn, President and Treasurer of JL Audio, Inc., a Florida corporation, who is personally known to me or did produce _____ as identification.

[Signature]
Print name: Victor de Moraes
Notary Public, State of Florida at Large
My Commission expires: 6/27/2023

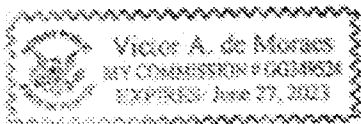


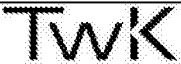
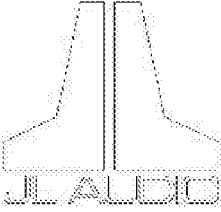
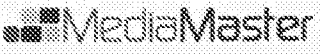
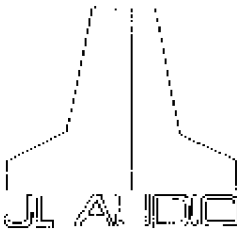


EXHIBIT "A"

I. USPTO Trademarks

Mark	Registration or Serial No.	Status	Goods/Services
PRIMACY	RN - 5978504	Live	Class 9: Loudspeaker systems.
	RN - 5541564	Live	Class 9: Downloadable software for use in devices that interconnect an audio and/or multi-media system to various sources of audio and/or video content.
	RN - 5240847	Live	Class 9: Digital signal processors for connection to OEM audio systems in vehicles which remove the system's equalization, crossover filtering and time alignment and output an audio signal to aftermarket audio systems.
	RN - 5236433	Live	Class 9: Digital signal processors for tuning audio systems.
DOMINION	RN - 4856602	Live	Class 9: Loudspeaker systems.
DOMINION	RN - 4973883	Live	Class 9: Loudspeaker systems.
	RN - 5465009	Live	Class 9: Audio crossovers; digital signal processors; audio receivers; electric wires and cables; signal splitters in the nature of Y-adapters; barrel cable connectors; electrical audio interconnect cables; electrical video interconnect cables; battery connectors; power distribution blocks; master ground lugs in the nature of electrical contacts; electrical power ring terminals and fuses for automotive electrical systems; device for interconnecting an audio and/or multi-media system to various sources of audio and/or video content, namely, digital electronic devices for transmitting and receiving audio and video files; radio receivers; radio signal tuners; pre-amplifiers.
SLAMPAK	RN - 4310331	Live	Class 9: audio equipment for vehicles, namely, loudspeakers, amplifiers, electric wires and mounting hardware sold therewith as a unit.
	RN - 4841629	Live	Class 9: device for interconnecting an audio and/or multi-media system to various sources of audio and/or video content, namely, digital electronic devices for transmitting and receiving audio and video files; radio receivers and radio signal tuners; pre-amplifiers.
MEDIAMASTER	RN - 4822352	Live	Class 9: device for interconnecting an audio and/or multi-media system to various sources of audio and/or video content, namely, digital electronic devices for transmitting and receiving audio and video files; radio receivers and radio signal tuners; pre-amplifiers
HOW WE PLAY.	RN - 4813214	Live	Class 9: audio components and equipment, namely, loudspeakers, loudspeaker systems,

			loudspeakers with built in amplifiers, loudspeaker boxes and enclosures, electrical loudspeaker wire, signal cable connectors, fuse blocks, battery terminals, amplifiers, audio signal processors, receivers, tuners, equalizers, radio receivers, radio signal tuners, pre-amplifiers, audio interface devices for connecting aftermarket audio equipment to factory audio systems installed in vehicles, Y-adapters, barrel cable connectors, audio interconnects, video interconnects, battery connectors, power distribution blocks, master ground lugs, electrical power ring terminals and fuses for automotive electrical systems; device for interconnecting an audio and/or multi-media system to various sources of audio and/or video content, namely, digital electronic devices for transmitting and receiving audio and video files; audio equipment for vehicles, namely, loudspeakers, amplifiers, electric wires and mounting hardware sold therewith as a unit.
GOTHAM	RN - 3625580	Live	Class 9: Loudspeakers with built in amplifiers.
FATHOM	RN - 3527383	Live	Class 9: loudspeakers with built in amplifiers.
GOTHAM	RN - 3344666	Live	Class 9: loudspeakers
FATHOM	RN - 3101356	Live	Class 9: loudspeakers
AHEAD OF THE CURVE	RN - 3048065	Live	Class 9: Audio components and equipment, namely, loudspeakers, loudspeaker systems, loudspeaker enclosures, electrical loudspeaker wire, signal cable connectors, fuse blocks, battery terminals, amplifiers, audio signal processors, receivers, tuners, equalizers, Y-adapters, barrel cable connectors, audio interconnects, video interconnects, battery connectors, power distribution blocks, master ground lugs, electrical power ring terminals and fuses for automotive electrical systems.
CLEANSWEEP	RN - 3036374	Live	Class 9: audio interface devices for connecting aftermarket audio equipment to factory audio systems installed in vehicles.
JL AUDIO	RN - 2532728	Live	Class 9: audio equipment, namely, amplifier and audio signal processors for use in connection with loudspeakers, audio speakers, receivers, tuners, equalizers or components or accessories related thereto.
STEALTHBOX	RN - 2890608	Live	Class 9: speaker boxes and enclosures.
EVOLUTION	RN - 2797966	Live	Class 9: loudspeakers for use in motor vehicles.
JL AUDIO	RN - 1948910	Live	Class 9: audio and stereo components and accessories, particularly speakers.

 The logo for JL Audio, featuring a stylized 'JL' followed by 'AUDIO' in a bold, sans-serif font. Above the text is a graphic element consisting of two vertical lines connected at the top by a horizontal line, forming a shape reminiscent of a speaker or a stylized 'A'.	RN - 1956624	Live	Class 9: audio and stereo components and accessories, namely amplifiers [, receivers, tuners,] equalizers and loud speakers.
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