

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667815

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
B & W GROUP LTD		07/30/2021	Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	Gateway Village-900 Building, NC1-026-06-09, (MacLegal), 900 W Trade St
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	6024945	600 SERIES
Registration Number:	6024942	603
Registration Number:	6024943	606
Registration Number:	6024944	607
Registration Number:	3676932	683
Registration Number:	3676933	684
Registration Number:	3606545	685
Registration Number:	3447650	686
Registration Number:	2651246	700 SERIES
Registration Number:	5537163	702
Registration Number:	2671119	703
Registration Number:	2653428	704
Registration Number:	2627458	705
Registration Number:	5537164	706
Registration Number:	5537197	707
Registration Number:	4694020	AM
Registration Number:	1859490	B&W
Registration Number:	1419023	B&W

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2932811	BOWERS & WILKINS
Registration Number:	3673055	CM
Registration Number:	4288314	C5
Registration Number:	5681289	CONTINUUM
Registration Number:	5766889	CX
Registration Number:	5279247	DB1D
Registration Number:	5279248	DB2D
Registration Number:	5279249	DB3D
Registration Number:	5771108	E1
Registration Number:	5748689	FORMATION
Registration Number:	6003411	FORMATION DUO
Registration Number:	5988567	FORMATION FLEX
Registration Number:	5984482	FORMATION NANO
Registration Number:	5994766	FORMATION WEDGE
Registration Number:	5854663	HONEST AUDIO
Registration Number:	5932777	ISW
Registration Number:	4150061	LISTEN AND YOU'LL SEE
Registration Number:	3733090	LM1
Registration Number:	5742530	M-1
Registration Number:	2074928	NAUTILUS
Registration Number:	4288323	P5
Registration Number:	4694004	P7
Registration Number:	4694005	P9
Registration Number:	5453567	PX
Registration Number:	4049914	QUICKDOGS
Registration Number:	3904760	SOCIETY OF SOUND
Registration Number:	5221703	SOCIETY OF SOUND
Registration Number:	4834928	T7
Registration Number:	4450025	Z2
Registration Number:	3674925	ZEPPELIN
Serial Number:	90262853	CDA-16
Serial Number:	88319873	HIGHEST FORM OF SOUND

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1452042 TM D2

NAME OF SUBMITTER: Theresa Volano

SIGNATURE: /Theresa Volano/

DATE SIGNED: 08/16/2021

Total Attachments: 7

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated as of July 30, 2021, is made by B & W Group LTD (the “Grantor”) in favor of BANK OF AMERICA, N.A. (“Bank of America”) as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement referred to below.

WHEREAS, DEI SALES, INC., a Florida corporation (the “Borrower”), DEI HOLDINGS, INC., a Florida corporation (“Parent”), Bank of America, as Administrative Agent and as Collateral Agent, each Lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”) and each other party thereto (including the Grantor) have entered into the First Lien Term Loan Credit Agreement dated as of April 29, 2021 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the UK Collateral Documents referred to therein in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Credit Agreement and the UK Collateral Documents, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Trademark and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of the Grantor’s right, title and interest in and to all issued and pending Patents (as defined in the UK Collateral Documents) in the United States Patent and Trademark Office, including those set forth in Schedule A hereto (the “Collateral”):

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this Trademark Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by the Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United

States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic transmission (including “.pdf” or “.tif” files) shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. The words "execution," "signed," "signature," and words of similar import in this Trademark Security Agreement or any notice, certificate, document, agreement or instrument in respect thereof shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000, the Electronic Signatures and Records Act of 1999, or any other similar state Laws based on the Uniform Electronic Transactions Act.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the UK Collateral Documents. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the UK Collateral Documents, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Conflict. Notwithstanding any provision to the contrary in this Trademark Security Agreement, in the event of any conflict or inconsistency between the provisions of the UK Collateral Documents and this Trademark Security Agreement, the provisions of the UK Collateral Documents shall prevail.

SECTION 8. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the UK Collateral Documents shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

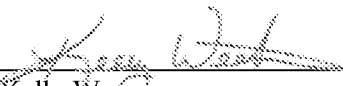
[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

B & W GROUP LTD,
as the Grantor

By:  _____
Name: Scott St. Clair
Title: Director

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: Kelly Weaver
Title: Vice President

DEI Sales, Inc.

Signature Page to
First Lien Trademark Security Agreement
(B & W Group Ltd)

TRADEMARK
REEL: 007392 FRAME: 0751

[SCHEDULE A]

United States Trademark and Trademark Applications

Country	Trademarks	Registration/ Serial No.	Filed/ Registered Date	Company
United States (Federal)	600 SERIES	6024945	31-Mar-20	B & W GROUP LTD
United States (Federal)	603	6024942	31-Mar-20	B & W GROUP LTD
United States (Federal)	606	6024943	31-Mar-20	B & W GROUP LTD
United States (Federal)	607	6024944	31-Mar-20	B & W GROUP LTD
United States (Federal)	683	3676932	1-Sep-09	B & W GROUP LTD
United States (Federal)	684	3676933	1-Sep-09	B & W GROUP LTD
United States (Federal)	685	3606545	14-Apr-09	B & W GROUP LTD
United States (Federal)	686	3447650	17-Jun-08	B & W GROUP LTD
United States (Federal)	700 Series	2651246	14-Nov-17	B & W GROUP LTD
United States (Federal)	702	5537163	7-Aug-28	B & W GROUP LTD
United States (Federal)	703	2671119	7-Jan-03	B & W GROUP LTD
United States (Federal)	704	2653428	26-Nov-02	B & W GROUP LTD
United States (Federal)	705	2627458	1-Oct-02	B & W GROUP LTD
United States (Federal)	706	5537164	7-Aug-18	B & W GROUP LTD
United States (Federal)	707	5537197	7-Aug-18	B & W GROUP LTD
United States (Federal)	800 SERIES DIAMOND	79293822	31-Jul-20	B & W GROUP LTD
United States (Federal)	AM	4694020	3-Mar-15	B & W GROUP LTD
United States (Federal)	B&W	1859490	25-Oct-94	B & W GROUP LTD
United States (Federal)	<small>B&W (Stylized)</small> B&W	1419023	2-Dec-86	B & W GROUP LTD
United States (Federal)	BOWERS & WILKINS	5603710	15-Mar-05	B & W GROUP LTD
United States (Federal)	BOWERS & WILKINS	2932811	28-Jun-21	B & W GROUP LTD

United States (Federal)	CDA-16	90262853	19-Oct-20	B & W GROUP LTD
United States (Federal)	CM	3673055	25-Aug-09	B & W GROUP LTD
United States (Federal)	C5	4288314	12-Feb-13	B & W GROUP LTD
United States (Federal)	CONTINUUM	5681289	2-Feb-19	B & W GROUP LTD
United States (Federal)	CX	5766889	4-Jun-19	B & W GROUP LTD
United States (Federal)	DB1D	5279247	5-Sep-17	B & W GROUP LTD
United States (Federal)	DB2D	5279248	5-Sep-17	B & W GROUP LTD
United States (Federal)	DB3D	5279249	5-Sep-17	B & W GROUP LTD
United States (Federal)	DB4S	6248226	19-Jan-21	B & W GROUP LTD
United States (Federal)	E1	5771108	4-Jun-19	B & W GROUP LTD
United States (Federal)	FORMATION	5748689	26-Feb-19	B & W GROUP LTD
United States (Federal)	FORMATION DUO	6003411	3-Mar-20	B & W GROUP LTD
United States (Federal)	FORMATION FLEX	5988567	18-Feb-20	B & W GROUP LTD
United States (Federal)	FORMATION NANO	5984482	11-Feb-20	B & W GROUP LTD
United States (Federal)	FORMATION WEDGE	5994766	25-Feb-20	B & W GROUP LTD
United States (Federal)	HIGHEST FORM OF SOUND	88319873	28-Feb-19	B & W GROUP LTD
United States (Federal)	HONEST AUDIO	5854663	10-Sep-19	B & W GROUP LTD
United States (Federal)	ISW	5932777	10-Dec-19	B & W GROUP LTD
United States (Federal)	LISTEN AND YOU'LL SEE	4150061	5-May-12	B & W GROUP LTD
United States (Federal)	LM1	3733090	5-Jan-10	B & W GROUP LTD
United States (Federal)	M-1	5742530	7-May-19	B & W GROUP LTD
United States (Federal)	NAUTILUS	2074928	1-Jul-97	B & W GROUP LTD
United States (Federal)	P5	4288323	12-Feb-13	B & W GROUP LTD
United States (Federal)	P7	4694004	3-Mar-15	B & W GROUP LTD
United States (Federal)	P9	4694005	3-Mar-15	B & W GROUP LTD

United States (Federal)	P15	79302643	24-Nov-20	B & W GROUP LTD
United States (Federal)	P17	79302626	24-Nov-20	B & W GROUP LTD
United States (Federal)	PX	5453567	24-Apr-18	B & W GROUP LTD
United States (Federal)	QUICKDOGS	4049914	1-Nov-11	B & W GROUP LTD
United States (Federal)	SOCIETY OF SOUND	3904760	11-Jan-11	B & W GROUP LTD
United States (Federal)	SOCIETY OF SOUND	5221703	13-Jun-17	B & W GROUP LTD
United States (Federal)	T7	4834928	20-Oct-15	B & W GROUP LTD
United States (Federal)	Z2	4450025	17-Dec-13	B & W GROUP LTD
United States (Federal)	ZEPPELIN	3674925	1-Sep-09	B & W GROUP LTD

ACTIVE/110616572.2

RECORDED: 08/16/2021

**TRADEMARK
REEL: 007392 FRAME: 0754**