

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681111

| | | | |
|-----------------------------------|----------------------------|---------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Sonos, Inc. | | 10/13/2021 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank, N.A. | | |
| Street Address: | 10 S Dearborn St. | | |
| Internal Address: | L2 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 26 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6273178 | SONOS BEAM | |
| Registration Number: | 6195540 | ONE | |
| Serial Number: | 86241659 | PLAY | |
| Registration Number: | 5232857 | PLAYBASE | |
| Registration Number: | 4965100 | SONOS | |
| Registration Number: | 5764454 | SONOS ONE | |
| Registration Number: | 4965079 | SONOS STUDIO | |
| Registration Number: | 5375735 | TRUEPLAY | |
| Registration Number: | 4862180 | SONOS | |
| Serial Number: | 86194262 | CONNECT | |
| Registration Number: | 4726579 | FILL YOUR HOME WITH MUSIC | |
| Registration Number: | 4651516 | PLAY:1 | |
| Registration Number: | 4480115 | PLAY:5 | |
| Registration Number: | 4477181 | PLAYBAR | |
| Serial Number: | 90231025 | | |
| Registration Number: | 6146846 | SONAS | |
| Registration Number: | 6099721 | SONOS | |
| Registration Number: | 4804212 | SONOS | |

OP \$665.00 6273178

| Property Type | Number | Word Mark |
|----------------------|----------|------------------|
| Registration Number: | 4804213 | SONOS |
| Registration Number: | 4802048 | SONOS |
| Registration Number: | 4802050 | SONOS |
| Registration Number: | 4802042 | SONOS |
| Registration Number: | 3083624 | SONOS |
| Serial Number: | 90289900 | SONOS ARC |
| Serial Number: | 90568411 | SONOS ROAM |
| Serial Number: | 87675615 | WORKS WITH SONOS |

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Ted.mulligan@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 10/14/2021

Total Attachments: 6

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Trademark Security Agreement

Trademark Security Agreement, dated as of October 13, 2021, by Sonos, Inc. (the “Pledgor”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent for the Secured Parties (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgor is party to a Guarantee and Collateral Agreement, dated as of October 13, 2021 (the “Guarantee and Collateral Agreement”), in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Pledgor:

(a) all of the following now owned or hereafter acquired by the Pledgor: (i) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any); and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all renewals thereof and (ii) all goodwill associated therewith or symbolized thereby, including registrations and supplemental registrations in the United States Patent and Trademark Office and the right to obtain all renewals thereof, including those listed on Schedule I attached hereto; and

(b) all proceeds of any and all of the foregoing.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

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

SONOS, INC.

By:

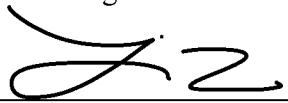


Name: Eddie Lazarus

Title: Chief Legal Officer


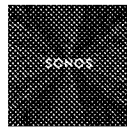
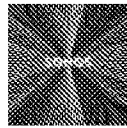

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Timothy Lee
Title: Executive Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Applications and Registrations:

| Owner | Country | Title | Serial No. | Reg. No. | Reg. Date |
|--------------|----------------|---|-------------------|-----------------|------------------|
| Sonos, Inc. | United States | SONOS BEAM | 87949684 | 6273178 | 02/16/21 |
| Sonos, Inc. | United States | One | 87/632,825 | 6195540 | 11/10/20 |
| Sonos, Inc. | United States | PLAY | 86/241,659 | | |
| Sonos, Inc. | United States | PLAYBASE | 86/113,632 | 5,232,857 | 06/27/2017 |
| Sonos, Inc. | United States | SONOS | 86/238,716 | 4,965,100 | 05/24/2016 |
| Sonos, Inc. | United States | Sonos One | 87/632,820 | 5764454 | 05/28/19 |
| Sonos, Inc. | United States | SONOS STUDIO | 86/229,029 | 4,965,079 | 05/24/2016 |
| Sonos, Inc. | United States | TRUEPLAY | 86/759,827 | 5,375,735 | 01/09/2018 |
| Sonos, Inc. | United States | SONOS and Design  | 86/491,899 | 4862180 | 12/01/15 |
| Sonos, Inc. | United States | CONNECT | 86/194,262 | | |
| Sonos, Inc. | United States | FILL YOUR HOME WITH MUSIC | 86/309,322 | 4726579 | 04/28/15 |
| Sonos, Inc. | United States | PLAY:1 | 86/091,158 | 4651516 | 12/09/14 |
| Sonos, Inc. | United States | PLAY:5 | 85/876,774 | 4480115 | 02/11/14 |
| Sonos, Inc. | United States | PLAYBAR | 85/885,358 | 4477181 | 02/04/14 |
| Sonos, Inc. | United States | sound mark | 90/231,025 | | |
| Sonos, Inc. | United States | SONAS | 88/803,475 | 6146846 | 09/08/20 |
| Sonos, Inc. | United States | SONOS | 88/663,102 | 6099721 | 07/14/20 |
| Sonos, Inc. | United States | SONOS & design  | 86/575,079 | 4804212 | 09/01/15 |
| Sonos, Inc. | United States | SONOS & design  | 86/575,218 | 4804213 | 09/01/15 |
| Sonos, Inc. | United States | SONOS stylized  | 86/293,356 | 4802048 | 09/01/15 |

| | | | | | |
|-------------|---------------|---------------------------|------------|---------|----------|
| Sonos, Inc. | United States | SONOS | 86/293,627 | 4802050 | 09/01/15 |
| Sonos, Inc. | United States | SONOS | 86/290,745 | 4802042 | 09/01/15 |
| Sonos, Inc. | United States | SONOS | 78/408,391 | 3083624 | 04/18/06 |
| Sonos, Inc. | United States | SONOS ARC | 90/289,900 | | |
| Sonos, Inc. | United States | SONOS ROAM | 90/568,411 | | |
| Sonos, Inc. | United States | WORKS WITH SONOS & design | 87/675,615 | | |