

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM735576

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		06/14/2022	National Banking Association: DELAWARE
RECEIVING PARTY DATA			
Name:	McIntosh Laboratory, Inc.		
Street Address:	2 Chambers Street		
City:	Binghamton		
State/Country:	NEW YORK		
Postal Code:	13903		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3218463	4DPM8	
Registration Number:	4789321	BEHIND THE SOUND	
Registration Number:	3283379	DYNAMIC POWER MANAGER	
Registration Number:	4670638	HXD	
Registration Number:	4674713	HXD	
Registration Number:	2303852	LD/HP	
Registration Number:	4175831	LEGENDARY	
Registration Number:	0980278	MC	
Registration Number:	4777815	MCINTOSH	
Registration Number:	4454936	MCINTOSH	
Registration Number:	2022091	MCINTOSH	
Registration Number:	2709210	MCINTOSH	
Registration Number:	2035338	MCINTOSH	
Registration Number:	1106001	MCINTOSH	
Registration Number:	0656034	MCINTOSH	
Registration Number:	4378833		
Registration Number:	1090016	POWER GUARD	
CORRESPONDENCE DATA			

CH \$440.00 3218463

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.

Email: vasiliki.plevritis@katten.com

Correspondent Name: Vasiliki Plevritis

Address Line 1: 50 Rockefeller Plaza

Address Line 2: Katten Muchin Rosenman LLP

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	390523-36
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NAME OF SUBMITTER:	Vasiliki Plevritis
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SIGNATURE:	/Vasiliki Plevritis/
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DATE SIGNED:	06/17/2022
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Total Attachments: 9

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of June 14, 2022 (this "Release"), is made by WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as collateral agent (in such capacity, the "Collateral Agent"), in favor of MCINTOSH LABORATORY, INC., a Delaware corporation (the "Grantor"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Pledge and Security Agreement (as defined below).

WITNESSETH:

WHEREAS, the Grantor and Wilmington Trust, National Association, as Administrative Agent, among others, are parties to a Term Loan Agreement, dated as of July 17, 2017 (as amended, restated and/or supplemented from time to time, the "Term Loan Agreement");

WHEREAS, pursuant to a Pledge and Security Agreement, dated as of July 17, 2017 (as amended, restated and/or supplemented from time to time, the "Agreement") entered into between, among others, the Grantor and Wilmington Trust, National Association, as collateral agent, which expression shall include its successors, assigns and transferees), the Grantor had secured the Obligations (as defined in the Agreement) by granting to the Collateral Agent as security agent for the Lender Parties (as defined in the Term Loan Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Grantor and the Collateral Agent entered into that certain Trademark Security Agreement Supplement, dated as of July 17, 2017 (the "Supplement"), pursuant to which the Grantor pledged and granted to the Collateral Agent a security interest in and to all of its right, title and interest in, to and under the Supplement, including without limitation, the trademark registrations and applications listed on Schedule I hereto (the "Trademark Collateral");

WHEREAS, the Supplement was recorded with the United States Patent and Trademark Office on July 18, 2017 at Reel 6107 and Frame 0942;

WHEREAS, Grantor has requested and the Collateral Agent has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in and to the Trademark Collateral.

NOW, THEREFORE, in consideration of the premises, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the security interests created under the Supplement in the Trademark Collateral, (b) discharge and release its security interest in and to the Trademark Collateral, and (c) reassign any and all rights, title and interest it has in the Trademark Collateral to the Grantor.

THIS RELEASE SHALL BE DEEMED TO BE A CONTRACT UNDER THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

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COLLATERAL AGENT:

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent

By: 

Name: Annmarie Warren

Title: Assistant Vice President

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 007756 FRAME: 0466

Schedule I

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
4DPM8 (and Design)	3218463	03/13/2007 (renewed 03/13/2007)
Behind The Sound	4789321	08/11/2000
Dynamic Power Manager	3283379	08/21/2007 (renewed 08/21/2017)
HXD (and Design)	4670638	01/13/2015
HXD	4674713	01/20/2015
LD/HP	2303852	12/28/1999 (renewed 12/28/2009)
Legendary	4175831	07/17/2012
MC (Stylized)	980278	03/12/1974 (renewed 03/12/2014)
Mcintosh	4777815	07/21/2015
Mcintosh	4454936	12/24/2013
Mcintosh	2022091	12/10/1996 (renewed 12/10/2016)
Mcintosh (and Design)	2709210	04/22/2003 (renewed 04/22/2013)
Mcintosh (Stylized)	2035338	02/04/1997 (renewed 02/04/2017)
Mcintosh (Stylized)	1106001	11/14/1978 (renewed 11/14/2008)
Mcintosh (Stylized)	656034	12/24/1957 (renewed 12/24/2007)
Miscellaneous Design	4378833	08/06/2013
Power Guard	1090016	04/25/1978 (renewed 04/25/2008)

TRADEMARK APPLICATIONS

None

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
MCINTOSH	90-257817	10/15/2020