

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377084

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XENTRIS WIRELESS, LLC		03/09/2016	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 South Dearborn Street		
Internal Address:	22nd Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4826188	SHOCK SHIELD	
Registration Number:	3940450	MICRO DRAW	
Registration Number:	3027641	XENTRIS	
Registration Number:	3093966	LUMIN8	
Registration Number:	3032876	POWER GLOW	
Registration Number:	3090941	ACCESSORY BUZZ	
Registration Number:	3699775	XENTRIS WIRELESS	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1075.243		

OP \$190.00 4826188

NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	03/18/2016
Total Attachments: 5 source=Xentris Trademark Security Agreement#page1.tif source=Xentris Trademark Security Agreement#page2.tif source=Xentris Trademark Security Agreement#page3.tif source=Xentris Trademark Security Agreement#page4.tif source=Xentris Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of March 9, 2016 by XENTRIS WIRELESS, LLC, a New York limited liability company (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A. ("Lender").

WITNESSETH

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of March 9, 2016, by and between the Grantor and Lender (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lender has agreed to make certain loans and extend certain other financial accommodations to or for the benefit of the Grantor; and

WHEREAS, the Grantor entered into that certain Pledge and Security Agreement dated as of March 20, 2013 (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor granted to Lender, among other things, a continuing security interest in certain of the Grantor's assets, including, without limitation, the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Lender and grants to Lender a Lien on and security interest in, all of the Grantor's right, title and interest in, to and under the following (collectively, the "Trademark Collateral"): (a) all United States trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including without limitation those set forth on Schedule A attached hereto, and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world; provided that, notwithstanding any other provision set forth herein, this Agreement

shall not, at any time, constitute a grant of a security interest in any United States intent-to-use trademark or service mark application 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 such intent-to-use trademark or service mark application under Federal law; provided, however, that, after such period, the Grantor acknowledges that such interest in such trademark or service mark application shall automatically be subject to a security interest in favor of Lender and shall be included in the Trademark Collateral.

3. Cumulative Remedies. All of the rights and remedies of Lender under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any requirement of applicable law.

4. Binding Effect. This Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of Lender and its successors and assigns.

5. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois.

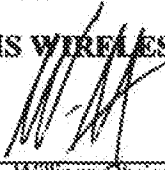
6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature pages follow]

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the date first above written.

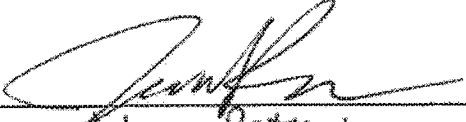
GRANTOR:

XENTRIS WIRELESS, LLC

By: 
Name: William Christy
Title: President & CEO

AGREED AND ACCEPTED:

JPMORGAN CHASE BANK, N.A., as Lender

By: 
Name: John Petru
Title: Authorized officer

SCHEDULE A
TRADEMARKS

GRANTOR	MARK	SERIAL NO.	STATUS	REGISTRATION NO.	DATE
Xentris Wireless, LLC	SHOCK SHIELD	86532982	Registered	4826188	10/06/15
Xentris Wireless, LLC	MICRO DRAW	85096896	Registered	3940450	04/05/11
Xentris Wireless, LLC	XENTRIS	78462567	Registered	3027641	12/13/05
Xentris Wireless, LLC	LUMIN8	78375217	Registered	3093966	05/16/06
Xentris Wireless, LLC	POWER GLOW	78315150	Registered	3032876	12/20/05
Xentris Wireless, LLC	ACCESSORY BUZZ	78269192	Registered	3090941	05/09/06
Xentris Wireless, LLC	XENTRIS WIRELESS	77422109	Registered	3699775	10/20/09

TRADEMARK APPLICATIONS

None.