

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469642

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Etymotic Research, Inc.		04/10/2018	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	2200 Ross Avenue, 8th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Registration Number:	1729133	ER	
Registration Number:	1688921	K-AMP	
Registration Number:	3164740	ER·2	
Registration Number:	3170730	ER·1	
Registration Number:	3153200	ER4B	
Registration Number:	3153201	ER4S	
Registration Number:	3092737	ER4P	
Registration Number:	3076664	ER4 MICROPRO	
Registration Number:	3204536	COMPANION MICS	
Registration Number:	3238927	ER·20	
Registration Number:	3170759	ETY·COM	
Registration Number:	3170876	ER·4	
Registration Number:	3167838	ETYMOTIC RESEARCH	
Registration Number:	3317215	ETYMOTIC RESEARCH	
Registration Number:	3312347	ER	
Registration Number:	3701494	ETYMOTIC	
Registration Number:	3752117	QSA	
Registration Number:	3797814	QUIET SOUND AMPLIFIER	
Registration Number:	4136078	ACCU TECHNOLOGY	

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Property Type	Number	Word Mark
Registration Number:	3970410	BLASTPLG
Registration Number:	4005900	ETY PLUGS
Registration Number:	4005901	ERO SCAN
Registration Number:	4309849	ETY KIDS
Registration Number:	4309850	ETY KIDS SAFE LISTENING EARPHONES FOR KI
Registration Number:	4233262	GUNSPORT PRO
Registration Number:	4393626	MUSIC PRO
Registration Number:	4279235	HD-15
Registration Number:	4279236	HEAR FOR A LIFETIME
Registration Number:	4367796	LOBAT
Registration Number:	4505166	BEAN
Registration Number:	4505165	EARLOVE
Registration Number:	4981754	QUIET SOUND AMPLIFIER
Registration Number:	2775496	LINK IT
Registration Number:	4749353	GENERATION HEAR
Registration Number:	4754356	QUICKSIN
Registration Number:	4897043	BKB-SIN
Registration Number:	4941494	ETYMOTIC
Registration Number:	5017452	HF5
Serial Number:	87583282	MUSICIANS EARPLUGS
Serial Number:	87583270	ER-9
Serial Number:	87583272	ER-15
Serial Number:	87583273	ER-25

CORRESPONDENCE DATA

Fax Number: 2147455390

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: 214.745.5370

Email: jmuennink@winstead.com

Correspondent Name: Jan Muennink c/o Winstead PC

Address Line 1: P.O. Box 131851

Address Line 4: Dallas, TEXAS 75313

ATTORNEY DOCKET NUMBER: 13312-644

NAME OF SUBMITTER: Jan Muennink

SIGNATURE: /jan muennink/

DATE SIGNED: 04/12/2018

Total Attachments: 14

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April 10, 2018

TRADEMARK SECURITY AGREEMENT

WHEREAS, ETYMOTIC RESEARCH, INC., an Illinois corporation ("Grantor"), owns the Trademarks and trademark applications listed on Schedule 1 annexed hereto, and is a party to the Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the First Amended and Restated Pledge and Security Agreement dated as of March 14, 2018 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"; terms used herein but not defined herein shall have the meanings given to them in the Security Agreement), among Grantor, certain affiliates of the Grantor, and JPMorgan Chase Bank, N.A., as lender (on behalf of itself and the other Secured Parties, the "Secured Party"), Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned by or owing to, and hereafter acquired Trademarks, trademark registrations, trademark applications and Licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof 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 (the "Trademarks"), each of which is set forth herein on Schedule 1 annexed hereto;

(2) (a) any and all licensing agreements or similar arrangements in and to its Trademarks, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof (the "Licenses"), each of which is referred to in Schedule 1 annexed hereto; and

(3) all accessions to, substitutions for and replacements, proceeds (including Stock Rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

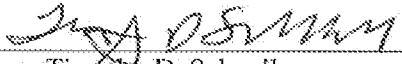
[Signatures On Following Page]

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

Acknowledged:

GRANTOR:

ETYMOTIC RESEARCH, INC.

By: 
Name: Timothy D. Schnell
Title: President

SECURED PARTY:

JPMORGAN CHASE BANK, N.A

By: Heather Aguilar
Heather E. Aguilar, Authorized Signer

Schedule 1

to Trademark

Security Agreement

TRADEMARKS

Company Intellectual Property (Trademarks)						
Status	Country	Mark Name	Application Number	Registration Number	Owner	
REGISTERED	US	ER (Stylized)	74/200120	1729133	ETYMOTIC RESEARCH, INC.	
REGISTERED	US	K-AMP	74/162482	1688921	ETYMOTIC RESEARCH, INC.	
REGISTERED	US	ER-2	78/607987	3164740	ETYMOTIC RESEARCH, INC.	
REGISTERED	US	ER-1	78/607969	3170730	ETYMOTIC RESEARCH, INC.	
REGISTERED	US	ER4B	78/608003	3153200	ETYMOTIC RESEARCH, INC.	

Company Intellectual Property (Trademarks)						
Status	Country	Mark Name	Application Number	Registration Number	Owner	
REGISTERED	US	ER4S	78/608012	3153201	ETYMOTIC RESEARCH, INC.	
REGISTERED	US	ER4P	78/608021	3092737	ETYMOTIC RESEARCH, INC.	
REGISTERED	US	ER4 MICROPRO	78/608027	3076664	ETYMOTIC RESEARCH, INC.	
REGISTERED	US	COMPANION MICS	78/617200	3204636	ETYMOTIC RESEARCH, INC.	
REGISTERED	US	ER:20	78/617219	3238927	ETYMOTIC RESEARCH, INC.	
REGISTERED	US	ETY-COM	78/617209	3170759	ETYMOTIC RESEARCH, INC.	
REGISTERED	US	ER-4	78/646413	3170876	ETYMOTIC RESEARCH, INC.	
REGISTERED	US	ETYMOTIC RESEARCH	78/666776	3167838	ETYMOTIC RESEARCH, INC.	
REGISTERED	US	ETYMOTIC	78/666712	3317215	ETYMOTIC	

Company Intellectual Property (Trademarks)						
Status	Country	Mark Name	Application Number	Registration Number	Owner	
		RESEARCH			RESEARCH, INC.	
REGISTERED	EM	ER20 HIGH-FIDELITY	4730032	4730032	ETYMOTIC RESEARCH, INC.	
REGISTERED	EM	ETYMOTIC RESEARCH	4854071	4854071	ETYMOTIC RESEARCH, INC.	
REGISTERED	US	ER	78/912666	3312347	ETYMOTIC RESEARCH, INC.	
REGISTERED	EM	ER	5332952	5332952	ETYMOTIC RESEARCH, INC.	
REGISTERED	US	ETYMOTIC (Stylized with Long "O")	77/710925	3701494	ETYMOTIC RESEARCH, INC.	
REGISTERED	US	QSA	77/783986	3752117	ETYMOTIC RESEARCH, INC.	
REGISTERED	US	QUIET SOUND AMPLIFIER	77/783977	3797814	ETYMOTIC RESEARCH, INC.	
REGISTERED	US	ACCU TECHNOLOGY	85/061035	4136078	ETYMOTIC RESEARCH, INC.	

Company Intellectual Property (Trademarks)						
Status	Country	Mark Name	Application Number	Registration Number	Owner	
					INC.	
REGISTERED	US	BLASTPLG	85/147458	3970410	ETYMOTIC RESEARCH, INC.	
REGISTERED	US	ETY PLUGS	85/208315	4005900	ETYMOTIC RESEARCH, INC.	
REGISTERED	US	ERO SCAN	85/208318	4005901	ETYMOTIC RESEARCH, INC.	
REGISTERED	US	ETY KIDS	85/413207	4309849	ETYMOTIC RESEARCH, INC.	
REGISTERED	US	ETY KIDS SAFE LISTENING EARPHONES FOR KIDS	85/413214	4309850	ETYMOTIC RESEARCH, INC.	
REGISTERED	US	GUNSPORT PRO	85/559738	4233262	ETYMOTIC RESEARCH, INC.	
REGISTERED	US	MUSIC PRO	85/641734	4393626	ETYMOTIC RESEARCH, INC.	
REGISTERED	US	HD-15	85/641819	4279235	ETYMOTIC	

Company Intellectual Property (Trademarks)						
Status	Country	Mark Name	Application Number	Registration Number	Owner	
					RESEARCH, INC.	
REGISTERED	US	HEAR FOR A LIFETIME	85/641824	4279236	ETYMOTIC RESEARCH, INC.	
REGISTERED	US	LOBAT	85/778643	4367796	ETYMOTIC RESEARCH, INC.	
REGISTERED	US	BEAN	86/043102	4505166	ETYMOTIC RESEARCH, INC.	
REGISTERED	US	EARLOVE	86/043042	4505165	ETYMOTIC RESEARCH, INC.	
REGISTERED	IB	HF5	1301006	1301006	ETYMOTIC RESEARCH, INC.	
REGISTERED	IB	MUSIC PRO	1358513	1358513	ETYMOTIC RESEARCH, INC.	
REGISTERED	EM	MUSIC PRO	1358513	1358513	ETYMOTIC RESEARCH, INC.	
REGISTERED	US	QUIET SOUND AMPLIFIER	86/725762	4981754	ETYMOTIC RESEARCH, INC.	

Company Intellectual Property (Trademarks)						
Status	Country	Mark Name	Application Number	Registration Number	Owner	
					INC.	
REGISTERED	US	LINK (Stylized Design) IT with	78/125816	2775496	ETYMOTIC RESEARCH, INC.	
REGISTERED	US	GENERATION HEAR	86/254175	4749353	ETYMOTIC RESEARCH, INC.	
REGISTERED	US	QUICKSIN	86/254133	4754356	ETYMOTIC RESEARCH, INC.	
REGISTERED	US	BKB-SIN	86/254157	4897043	ETYMOTIC RESEARCH, INC.	
REGISTERED	IB	ETYMOTIC	1298023	1298023	ETYMOTIC RESEARCH, INC.	
REGISTERED	US	ETYMOTIC	86/812758	4941494	ETYMOTIC RESEARCH, INC.	
REGISTERED	KR	ETYMOTIC	45-2015- 0002396	45-0062572	ETYMOTIC RESEARCH, INC.	
REGISTERED	JP	ETYMOTIC	1298023	1298023	ETYMOTIC RESEARCH, INC.	

Company Intellectual Property (Trademarks)						
Status	Country	Mark Name	Application Number	Registration Number	Owner	
REGISTERED	HK	ETYMOTIC	303767419	303767419	ETYMOTIC RESEARCH, INC.	
REGISTERED	US	HF5	86/860427	5017452	ETYMOTIC RESEARCH, INC.	
REGISTERED	IB	ERO SCAN	1281629	1281629	ETYMOTIC RESEARCH, INC.	
REGISTERED	IB	ER-4	1280772	1280772	ETYMOTIC RESEARCH, INC.	
REGISTERED	EM	QSA	1279927	1279927	ETYMOTIC RESEARCH, INC.	
REGISTERED	IB	QSA	1279927	1279927	ETYMOTIC RESEARCH, INC.	
REGISTERED	EM	BEAN	1278038	1278038	ETYMOTIC RESEARCH, INC.	
REGISTERED	IB	BEAN	1278038	1278038	ETYMOTIC RESEARCH, INC.	
REGISTERED	CN	ERO SCAN	1281629	1281629	ETYMOTIC	

Company Intellectual Property (Trademarks)					
Status	Country	Mark Name	Application Number	Registration Number	Owner
REGISTERED	EM	ERO SCAN	1281629	1281629	RESEARCH, INC.
REGISTERED	EM	ER4	015779441	015779441	ETYMOTIC RESEARCH, INC.

TRADEMARK APPLICATIONS

Company Intellectual Property (Trademarks)					
Status	Country	Mark Name	Application Number	Registration Number	Owner
FILED	AR	ETYMOTIC	3642006		ETYMOTIC RESEARCH, INC.
FILED	CN	ETYMOTIC	16845305		ETYMOTIC RESEARCH, INC.
FILED	AR	ETYMOTIC	3642007		ETYMOTIC RESEARCH, INC.

Company Intellectual Property (Trademarks)						
Status	Country	Mark Name	Application Number	Registration Number	Owner	
					INC.	
FILED	CA	ETYMOTIC	1779912		ETYMOTIC RESEARCH, INC.	
FILED	CN	BEAN	1278038		ETYMOTIC RESEARCH, INC.	
FILED	US	MUSICIANS EARPLUGS	87/583282		ETYMOTIC RESEARCH, INC.	
FILED	US	ER-9	87/583270		ETYMOTIC RESEARCH, INC.	
FILED	US	ER-15	87/583272		ETYMOTIC RESEARCH, INC.	
FILED	US	ER-25	87/583273		ETYMOTIC RESEARCH, INC.	
FILED	RU	MUSIC PRO	1358513		ETYMOTIC RESEARCH, INC.	

LICENSES

1. Manufacturing Agreement dated October 9, 2007 between Etymotic Research, Inc. and Marquess Co., Ltd.
2. Made for iPod License Contract # C56-06-00421 dated May 13, 2010 between Etymotic Research, Inc. and Apple, Inc.
3. License Agreement dated February 15, 2013 between Etymotic Research, Inc. and Northwestern University.
4. EMAY Plus Non-Exclusive License Agreement dated February 17, 2015 between Etymotic Research, Inc. and Father Flanagan's Boys Home d/b/a Boys Town National Research Hospital.
5. Joint Development and License dated July 12, 2010 between Etymotic Research, Inc. and Audiology Incorporated.
6. Patent Purchase Agreement dated August 26, 2015 between Etymotic Research, Inc. and III Holdings 7, LLC, a Delaware limited liability company.
7. Manufacturing, Sales and License Agreement dated April 19, 2001 between Microtronic A/S and Etymotic Research, Inc.
8. Proposal dated March 9, 2017 between Etymotic Research, Inc. and American Eagle.com.
9. Distribution Agreement dated June 4, 2014 between Etymotic Research, Inc. and Dental Innovations, LLC.