

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3392589

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	SOL REPUBLIC INC.	05/20/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BRIDGE BANK , NATIONAL ASSOCIATION	
<b>Street Address:</b>	55 ALMADEN BLVD.	
<b>City:</b>	SAN JOSE	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	95113	
<b>PROPERTY NUMBERS Total: 5</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	D725636	
<b>Patent Number:</b>	D725631	
<b>Patent Number:</b>	D687808	
<b>Patent Number:</b>	D674373	
<b>Patent Number:</b>	D673929	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(213)630-5601	
<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>		
<b>Phone:</b>	213-891-5739	
<b>Email:</b>	wwolff@buchalter.com	
<b>Correspondent Name:</b>	WILLIAM WOLFF	
<b>Address Line 1:</b>	C/O BUCHALTER NEMER, 1000 WILSHIRE BLVD.	
<b>Address Line 2:</b>	SUITE 1500	
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90017	
<b>ATTORNEY DOCKET NUMBER:</b>	B7285-0287	
<b>NAME OF SUBMITTER:</b>	WILLIAM WOLFF	
<b>SIGNATURE:</b>	/William Wolff/	
<b>DATE SIGNED:</b>	06/11/2015	
This document serves as an Oath/Declaration (37 CFR 1.63).		

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 20, 2015 (this "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and SOL REPUBLIC INC., a Delaware corporation, ("Grantor") is made with reference to the Business Financing Agreement, dated as of the date hereof (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

GRANTOR:

SOL REPUBLIC INC.

By: 

Name: Jim R. Fredrickson

Title: CFO

Address for Notices:

Attn: Jim Fredrickson

9375 SW Commerce Circle, Suite 9A  
Wilsonville, Oregon 97070

Tel: 503-202-4006

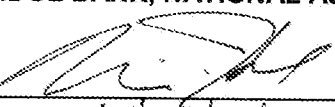
Fax: 503-520-4299

Intellectual Property Security Agreement

PATENT  
REEL: 035888 FRAME: 0127

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By:   
Name: Michael Hengl  
Title: Senior Vice President  
Address for Notices:  
Attn: Michael Hengl  
  
\_\_\_\_\_  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_

With a copy to:

Bridge Bank, National Association  
55 Almaden Blvd.  
San Jose, CA 95113  
Fax: (408) 423-8510  
Email: [Lee.Shodiss@bridgebank.com](mailto:Lee.Shodiss@bridgebank.com)  
Attn: Lee A. Shodiss

EXHIBIT A  
COPYRIGHTS

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## EXHIBIT B

### PATENTS

Please Check if No Patents Exist ☐

Description	Registration/Application Number	Registration/ Application Date
In-ear headphone	D725636	03/31/2015
Speaker	D725631	03/31/2015
Over-ear headphones	D687808	08/13/2013
In-ear headphones	D674373	01/15/2013
Over-ear headphones	D673929	01/08/2013

EXHIBIT C  
TRADEMARKS

Please Check if No Trademarks Exist ☐

Description	Serial Number / Date	Registration Number / Date
MMMDI	86254248	04/16/2014
NO STRINGS ATTACHED	86597479	04/14/2015
POWERTRACKS	4717255	04/07/2015
SOL REPUBLIC RELAYS	86573187	03/23/2015
DECK	86010770	07/15/2013



SUPERIOR SOUND UNCHAINED	86113092	11/07/2013
WIRED SOUND WIRELESSLY	86113095	11/07/2013
SHADOW	86356986	08/04/2014
TRACKS AIR	4646080	11/25/2014
SUPER POWER WIRELESS	86030771	08/07/2013
PUNK	86341857	07/18/2014

SOL REPUBLIC	85719089	09/02/2012
MUSIC MADE ME DO IT	85845645	02/10/2013
MUSIC MADE ME DO IT	85845509	02/09/2013
MUSIC MADE ME DO IT	85766184	10/29/2012
	85719093	09/02/2012
TRACKS	85874352	03/12/2013
	4265370	12/25/2012

SOUNDTRACK OF LIFE	4254873	12/04/2012
SOL REPUBLIC	4202938	09/04/2012