

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3945831

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	IP SECOND LIEN SECURITY AGREEMENT SUPPLEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
D&B AUDIOTECHNIK GMBH	07/01/2016

**RECEIVING PARTY DATA**

<b>Name:</b>	UNICREDIT BANK AG, LONDON BRANCH, AS SECURITY AGENT FOR THE SECOND LIEN CREDITORS
<b>Street Address:</b>	MOOR HOUSE, 120 LONDON WALL
<b>City:</b>	LONDON
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	EC2Y 5ET

**PROPERTY NUMBERS Total: 15**

Property Type	Number
Patent Number:	7967103
Patent Number:	8842866
Patent Number:	6385322
Patent Number:	6652046
Patent Number:	7036781
Patent Number:	8842867
Patent Number:	9071212
Patent Number:	9288571
Patent Number:	8995700
Patent Number:	D421438
Patent Number:	D466105
Patent Number:	D480708
Patent Number:	D727874
Patent Number:	D724558
Application Number:	29481264

**CORRESPONDENCE DATA**

Fax Number: (302)636-5454

*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:** 202-408-3121 X62348  
**Email:** jean.paterson@cscglobal.com  
**Correspondent Name:** CORPORATION SERVICE COMPANY  
**Address Line 1:** 1090 VERMONT AVENUE NW, SUITE 430  
**Address Line 4:** WASHINGTON, D.C. 20005

**ATTORNEY DOCKET NUMBER:** 200987-10

**NAME OF SUBMITTER:** JEAN PATERSON

**SIGNATURE:** /jep/

**DATE SIGNED:** 07/01/2016

**Total Attachments: 6**

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**INTELLECTUAL PROPERTY SECOND LIEN SECURITY AGREEMENT  
SUPPLEMENT**

**Patents, Patent Applications and Patent Licenses**

WHEREAS, D&B AUDIOTECHNIK GBMH, a company incorporated under the laws of Germany (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Intellectual Property Collateral (as defined below);

WHEREAS, the Grantor, among others, will accede to a second lien facilities agreement dated 22 February 2016 between Cubes Holding GmbH (formerly named Blitz F15-330 GmbH), CEDL I S.à.r.l. as arranger, Global Loan Agency Service Limited as agent, the Security Agent and the financial institution named therein as Lender (as amended pursuant to a confirmation and amendment letter dated 17 March 2016, and as further amended, supplemented, restated or otherwise modified and in effect from time to time, the "Second Lien Facility Agreement"), pursuant to which, among other things, the Lenders (as defined in the Second Lien Facilities Agreement) have agreed to make loans or otherwise to extend credit to the Borrowers (as defined in the Second Lien Facilities Agreement) upon the terms and subject to the conditions specified in the Second Lien Facilities Agreement and each Grantor has agreed to guarantee the obligations of the Finance Parties (as defined in the Second Lien Facilities Agreement) under the Finance Documents (as defined in the Second Lien Facilities Agreement); and

WHEREAS, pursuant to (i) a Second Lien Security Agreement dated as of July 1, 2016 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Security Agreement") entered into between, among others, the Grantor and UniCredit Bank AG, London Branch, as Security Agent (the "Security Agent", which expression shall include its successors, assigns and transferees) and (ii) certain other Second Lien Security Agreement Documents (including this Intellectual Property Second Lien Security Agreement Supplement), the Grantor has secured the Secured Obligations (as defined in the Second Lien Security Agreement) by granting to the Security Agent as security agent for the Second Lien Secured Creditors (as defined in the Second Lien Security 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 Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Agent, to secure the Secured Obligations, a continuing security interest in all of the 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 "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Patent (as defined in the Second Lien Security Agreement) owned by the Grantor, including, without limitation, each Patent referred to in Schedule 1 hereto;

(ii) each Patent License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each Patent License identified in Schedule 1 hereto;

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future infringement of any Patent owned by the Grantor (including, without limitation, any Patent identified in Schedule 1 hereto); and

(iv) all rights and benefits of the Grantor under any Patent License (including, without limitation, any Patent License identified in Schedule 1 hereto).

Upon the occurrence of a Declared Default (as defined in the Senior Security Agreement), the Grantor irrevocably constitutes and appoints the Security Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Security Agent's name, from time to time, in the Security Agent's discretion, to take with respect to the Intellectual Property Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Intellectual Property Second Lien Security Agreement Supplement and to accomplish the purposes hereof. Except to the extent expressly permitted in the Second Lien Security Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Intellectual Property Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the Second Lien Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Intellectual Property Second Lien Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Intellectual Property Second Lien Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Second Lien Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

This Intellectual Property Second Lien Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Second Lien Security Agreement Supplement and those of the Second Lien Security Agreement, the Second Lien Security Agreement shall prevail.

*[Remainder of page left blank intentionally; signatures follow.]*


IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Second Lien Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 1st day of ~~June~~, 2016.

July

D&B AUDIOTECHNIK GBMH,  
AS GRANTOR

By:  
Name: ANNON HAFZHAN  
Title: Managing Director

Acknowledged:



UNICREDIT BANK AG, LONDON BRANCH,  
as Security Agent

By:  
Name:  
Title:

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Second Lien Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 1st day of July, 2016.

D&B AUDIOTECHNIK GBMH,  
AS GRANTOR

By:  
Name:  
Title:

Acknowledged:

UNICREDIT BANK AG, LONDON BRANCH,  
as Security Agent

By:  
Name:  
Title:

  
Dietmar Kani  
Director

  
Andreas Petz  
Associate Director

**SCHEDULE 1**

**REGISTERED PATENTS AND DESIGN PATENTS**

<b>Title</b>	<b>Date Granted</b>	<b>Patent No.</b>
Line array for speakers	May 18, 2006	7,967,103
Cardioid Subwoofer	December 7, 2007	8,842,866
Method and Device for Operation of a Public Address (Acoustic Irradiation) System	June 12, 1998	6,385,322
Arrangement of loudspeaker boxes	August 15, 2001	6,652,046
Adjustable connecting element for speaker enclosures	May 19, 2000	7,036,781
Loudspeaker box with elastic high-range horn and acoustic lens	February 19, 2009	8,842,867
Power control for audio amplifiers	September 27, 2012	9,071,212
Bass reflex loudspeaker system with phase correction element	March 15, 2016	9,288,571
Acoustic transducer	March 31, 2015	8,995,700
Loudspeaker box	March 7, 2000	D421,438 S
Loudspeaker box ("M 2 Model II")	November 26, 2002	D466,105 S
Loudspeaker box ("EO")	October 14, 2003	D480,708 S
Design for a speaker box ("V-Series")	April 28, 2015	D727,874 S
Design for a speaker box (Amplifier 10D)	March 17, 2015	D724,558 S

**PATENT AND DESIGN PATENT APPLICATIONS**

**Title**

**Date Filed**

**Application No.**

2 column speaker

February 11, 2014

29/481,264