

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4039379

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	PEAG, LLC	09/02/2016
RECEIVING PARTY DATA		
Name:	MB FINANCIAL BANK, N.A.	
Street Address:	6111 N RIVER ROAD, 3RD FLOOR	
Internal Address:	ATTN: ANDREW BENNETT	
City:	ROSEMONT	
State/Country:	ILLINOIS	
Postal Code:	60017	
PROPERTY NUMBERS Total: 3		
	Property Type	Number
	Application Number:	29508722
	Application Number:	29542948
	Application Number:	62349558
CORRESPONDENCE DATA		
Fax Number:	(314)259-2020	
<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:	314-259-2000	
Email:	susan.murphy@bryancave.com	
Correspondent Name:	BRYAN CAVE LLP	
Address Line 1:	211 NORTH BROADWAY, SUITE 3600	
Address Line 4:	ST. LOUIS, MISSOURI 63102	
ATTORNEY DOCKET NUMBER:	0397565 PAT SI RECORD	
NAME OF SUBMITTER:	BETH HADEN	
SIGNATURE:	/Beth Haden/	
DATE SIGNED:	09/06/2016	
Total Attachments: 5		
source=09 Grant_of_Security_Interest_in_Trademarks_and_Patents#page1.tif		
source=09 Grant_of_Security_Interest_in_Trademarks_and_Patents#page2.tif		
source=09 Grant_of_Security_Interest_in_Trademarks_and_Patents#page3.tif		

source=09 Grant_of_Security_Interest_in_Trademarks_and_Patents#page4.tif

source=09 Grant_of_Security_Interest_in_Trademarks_and_Patents#page5.tif

GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, PEAG, LLC, a Delaware limited liability company ("**Grantor**"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, MB Financial Bank, N.A. (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of September 2, 2016, between the Grantor and the Grantee (as amended from time to time, the "**Credit Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) the patents and patent applications (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

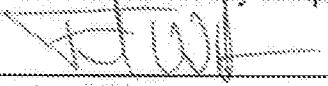
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

PEAG, LLC,
a Delaware limited liability company

By:  _____

Name: Jake Williams

Title: Manager

GRANTEE:

MB FINANCIAL BANK, N.A.

By: _____

Name: Cindy S. Jamroziak

Title: Senior Vice President

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

PEAG, LLC,
a Delaware limited liability company

By: _____
Name: Jake Williams
Title: Manager

GRANTEE:

MB FINANCIAL BANK, N.A.

By: Cindy S. Jamrozak
Name: Cindy S. Jamrozak
Title: Senior Vice-President

SCHEDULE "A"**TRADEMARKS**

TRADEMARK	APP. NO.	FILING DATE	REG. NO.	REG. DATE
JBuds	77267512	8/29/2007	3,430,181	5/20/2008
B-Flex	77267456	8/29/2007	3,426,305	5/13/2008
JLab	77949974	3/3/2010	3,863,396	10/19/2010
Go	85420927	9/13/2011	4,422,395	10/22/2013
Hook It Up. Rock It Out.	85725034	9/10/2012	4,471,945	1/21/2014
The Crasher	85718739	8/31/2012	4,471,904	1/21/2014
Shaker	86061508	9/11/2013	4,521,293	4/29/2014
BOMBORA	86170822	1/21/2014	4,556,082	6/24/2014
JBuddies	86184491	2/4/2014	4,576,016	7/29/2014
Intro	86019747	7/25/2013	4,618,505	10/7/2014
Freedom to Listen	86184424	2/4/2014	4,679,914	1/27/2015
Audio Reimagined	886119309	11/14/2013	4,693,241	2/24/2015
Earbuds Reimagined	86119330	11/14/2013	4,693,242	2/24/2015
Omni by JLab	86070692	9/20/2013	4,704,703	3/17/2015
The Bouncer	85725007	9/10/2012	4,712,855	3/31/2015
Epic by JLAB	86019875	7/25/2013	PENDING	
C3	86026700	8/1/2013	PENDING	
Cush Fins	87099923	7/11/2016	PENDING	
JJJ	86471959	12/4/2014	4,781,673	5/12/2015

SCHEDULE "B"

PATENTS

TITLE	FILING DATE	APP. NO.	ISSUE DATE	PAT. NO.
Pair of Ear Buds	11/10/2014	29508722	11/24/2015	D743948
Pair of Ear Buds	10/19/2015	29542948	3/1/2016	D750600
Wireless Pair of Ear Buds	6/13/2016	62349558		